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NORTH PULLMAN AND LAKE CALUMET AREA INDUSTRIAL  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES, INC.  
REDEVELOPMENT AGREEMENT

This Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement (the "Agreement") is made as of this 9th day of December, 2013, between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), and Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"). People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), is signing a limited joinder hereto with respect to Sections 8.16(c), 8.17 and 18.27 hereof. The City, the Developer and Method (but only with respect to Sections 8.16(c), 8.17 and 18.27 hereof) shall be known herein as the "Parties."

RECITALS:

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals, and welfare of its inhabitants and, pursuant thereto, has the power to encourage private development in order to enhance the local tax base and create employment opportunities, and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time-to-time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: (i) To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on June 30, 2009, and published at pages 65068 through 65179 of the Journal of Proceedings of the City Council (the "Journal") for such date (the "North Pullman TIF Ordinances"), the City Council of the City

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(the "City Council"): (1) approved and adopted a redevelopment plan (the "North Pullman Redevelopment Plan") for the North Pullman Redevelopment Project Area (the "North Pullman Redevelopment Area") of the City; (2) designated the North Pullman Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the North Pullman Redevelopment Area (the "North Pullman TIF Adoption Ordinance"). (ii) To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 13, 2000 and published at pages 47783 through 47996 of the Journal for such date, the City Council: (1) approved and adopted a redevelopment plan (as amended pursuant to ordinances adopted on November 13, 2002 and November 19, 2008, the "Lake Calumet Redevelopment Plan") for the Lake Calumet Area Industrial Redevelopment Project Area (the "Lake Calumet Redevelopment Area") of the City; (2) designated the Lake Calumet Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Lake Calumet Redevelopment Area. (iii) The North Pullman and Lake Calumet Redevelopment Project Areas (collectively, the "Redevelopment Areas") are legally described in Exhibit A.

D. The Project: The Developer will purchase (the "Acquisition") certain property located mostly within the North Pullman Redevelopment Area but also partially within the Lake Calumet Redevelopment Area in the vicinity of 111th and Ellis Avenue, as legally described on Exhibit B (the "Property"), together with certain adjacent property (also legally described on Exhibit B) to be used as a private drive serving the Property and other land, and the Developer shall, within the time frames set forth in Section 3.01, commence and complete the preparation of the Property for construction of a manufacturing and distribution facility and shall convey the Property to Method (the Acquisition, site preparation and work and conveyance to Method shall be known herein as the "Project"). The Parties acknowledge that the Project expressly excludes construction of such manufacturing and distribution facility itself, which work is to be performed by Method as set forth in Section 18.27. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plans: The Project will be carried out in accordance with: (i) this Agreement, and (ii) the North Pullman and Lake Calumet Redevelopment Plans (collectively, the "Redevelopment Plans").

F. City Financing and Assistance: Subject to Developer fulfilling those obligations under this Agreement that are the applicable conditions precedent to obligate the City to do so, the City will grant the Developer Incremental Taxes (as defined in Schedule A) in an amount not to exceed \$8,100,000 ("City Funds").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### AGREEMENT:

#### ARTICLE ONE: INCORPORATION OF RECITALS

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part of this Agreement.

## ARTICLE TWO: DEFINITIONS

The definitions stated in Schedule A and those definitions stated in the recitals and preamble are hereby incorporated into this Agreement by reference and made a part of this Agreement.

## ARTICLE THREE: THE PROJECT

3.01 The Project. Developer has commenced construction of the Project and will complete construction of the Project no later than September 1, 2014, subject to: (a) Section 18.17 (Force Majeure); (b) applicable Change Orders, if any, issued under Section 3.04; (c) the receipt of all applicable permits and Project approvals; and (d) installation of environmental barriers and issuance of a "No Further Remediation" letter, which shall not be required to be completed by September 1, 2014, but which shall be diligently pursued to completion.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to HED, and HED has approved them. Subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to HED as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plans as in effect on the date of this Agreement, and to all applicable Federal, State and local laws, ordinances and regulations. Developer will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to HED, and HED has approved, a Project Budget which is Exhibit D-1, showing total costs for the Project in an amount not less than \$11,640,068.00. Developer hereby certifies to the City that: (a) it has Lender Financing and/or Equity in an aggregate amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer will promptly deliver to HED copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

### 3.04 Change Orders.

(a) Except as provided in subparagraph (b) below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to HED concurrently with the progress reports described in Section 3.07; provided, however, that any Change Orders relating to any of the following must be submitted by Developer to HED for HED's prior written approval: (i) a reduction by more than five percent (5%) in the square footage of the Project from the square footage approved by HED under Section 3.02, or (ii) a change in the primary use of the Project, or (iii) a delay in the Project completion date by more than 30 days, or (iv) change orders resulting in an aggregate increase to the Project Budget of 10% or more. Developer will not authorize or permit the performance of any work relating to any Change Order requiring HED's prior written approval or the furnishing of materials in connection therewith prior to the receipt by Developer of HED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, will contain a provision to this effect or for

compliance with this Agreement generally. An approved Change Order will not be deemed to imply any obligation on the part of the City to increase the amount of City Funds or to provide any other additional assistance to Developer.

(b) Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those stated in subsection (a) above do not require HED's prior written approval as stated in this Section 3.04, but HED must be notified in writing of all such Change Orders within 10 Business Days after the execution of such change order, and Developer, in connection with such notice, must identify to HED the source of funding therefor in the progress reports described in Section 3.07.

3.05 HED Approval. Any approval granted by HED under this Agreement of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only, and any such approval does not affect or constitute any approval required by any other City department or under any City ordinance, code, regulation, or any other governmental approval, nor does any such approval by HED under this Agreement constitute approval of the utility, quality, structural soundness, safety, habitability, merchantability or investment quality of the Project. Developer will not make any verbal or written representation to anyone to the contrary. Developer shall not undertake construction of the Project unless Developer has obtained all necessary permits and approvals (including but not limited to HED's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required under this Agreement.

3.06 Other Approvals. Any HED approval under this Agreement will have no effect upon, nor will it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals).

3.07 Progress Reports and Survey Updates. After the Closing Date, on or before the 15th day of each reporting month, Developer will provide HED with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring HED's written approval under Section 3.04). Developer must also deliver to the City written monthly progress reports detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer's MBE/WBE Commitment) (collectively, the "City Requirements"). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Developer acceptable to HED to address and cure such shortfall.

3.08 Inspecting Agent or Architect. An independent agent or architect, if any (other than Developer's architect), will also act as the inspecting agent or architect for HED for the Project, and any fees and expenses connected with its work or incurred by such independent agent or architect will be solely for Developer's account and will be promptly paid by Developer. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to the Project.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer will install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable Federal, State or City laws, ordinances, rules

and regulations. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of Developer or the Project).

3.10 Signs and Public Relations. If requested by HED, Developer will erect in a conspicuous location on the Property during the Project a sign of size and style approved by the City, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and any other pertinent information regarding Developer and the Project in the City's promotional literature and communications.

3.11 Reserved.

3.12 Reserved.

3.13 Accessibility for Disabled Persons. Developer acknowledges that it is in the public interest to design, construct and maintain the Project in a manner which promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property and improvements on the Property will be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

#### ARTICLE FOUR: FINANCING

4.01 Total Project Cost and Sources of Funds. The total cost of the Project is estimated to be approximately \$11,640,068.00 to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Lender Financing	\$ 0.00*
Equity (subject to Section 4.06)	\$ 2,790,068.00
Purchase Price from Method	\$ 750,000.00
City Funds	\$ 8,100,000.00
<b>ESTIMATED TOTAL</b>	<b>\$11,640,068.00</b>

\*Note: Developer reserves the right to use Lender Financing to initially pay for all or any portion of the Project costs.

4.02 Developer Funds. Equity, Lender Financing, City Funds and the Purchase Price from Method shall be used to pay all Project costs, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to reimburse the Developer for costs of the Acquisition and of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit E sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and

4.05(d)), contingent upon receipt by the City of documentation in form and substance satisfactory to HED evidencing such cost and its eligibility as a Redevelopment Project Cost. No later than 45 days prior to Closing, Developer will submit a City Funds Requisition Form in the form of Exhibit N (the "Requisition Form") to request payment of City Funds.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements, in the manner described herein:

Source of City Funds	Maximum Amount
Incremental Taxes	\$8,100,000

(c) The City Funds will be reduced on a dollar-for-dollar basis if the final Project cost (as evidenced by the final owner's sworn statement for the Project submitted pursuant to Section 7.01) is less than \$9,910,736.

(d) Payment of City Funds.

(i) Anticipated Disbursements of City Funds. Subject to the terms and conditions hereof, it is anticipated that the City Funds shall be requisitioned by the Developer and disbursed by the City in the following amounts at the following times:

Amount	Requisition Submission Deadline	Anticipated Disbursement Date
\$ 500,000	45 days prior to Closing Date	Closing Date
\$1,500,000	November 1, 2013	December 31, 2013
\$1,500,000	February 1, 2014	March 31, 2014
\$ 600,000	February 1, 2014	March 31, 2014
\$3,500,000*	February 1, 2014	March 31, 2014
\$ 500,000	November 1, 2014	December 31, 2014

\*Note: The \$3,500,000 installment of City Funds will not be disbursed until the Developer has evidenced full compliance with Section 10.03 hereof. All disbursements of City Funds are subject to compliance with Sections 8.08 and 10.02 hereof.

(ii) Reserved.

(iii) Insufficient Incremental Taxes. Payments hereunder are subject to the amount of Incremental Taxes being sufficient for such payments. If the amount of Incremental Taxes is insufficient to make any anticipated payment of City Funds, then: (1) the City will not be in default under this Agreement, and (2) unpaid payments (or portions thereof) will be paid as provided in this Section 4.03 as promptly as funds become available for their payment.

(iv) The City shall provide Developer with TIF assistance to construct the Project up to the maximum amounts set forth herein.

(v) Reserved.

(vi) Reserved.

(vii) Reserved.

(viii) Other City Funds Matters. The Developer acknowledges and agrees that the City's obligation to pay any amount is contingent upon satisfaction of all applicable terms and conditions of this Agreement, including without limitation, compliance with the covenants in Section 8 (Covenants/Representations/ Warranties of the Developer). In the event that such conditions are not fulfilled, the amount of Lender Financing and/or Equity to be contributed pursuant to Section 4.01 hereof shall be increased, as necessary, to complete the Project.

4.04 Reserved.

4.05 Treatment of Prior Expenditures/Administration Fee.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, will be considered previously contributed Equity or Lender Financing, if any, hereunder (the "Prior Expenditure(s)"). HED has the right, in its sole discretion, to disallow any such expenditure (not listed on Exhibit H) as a Prior Expenditure as of the date of this Agreement. Exhibit H identifies the prior expenditures approved by HED as Prior Expenditures; HED's approval of the Prior Expenditures listed on Exhibit H, however, does not constitute HED's approval of any such Prior Expenditures as TIF-Funded Improvements (other than the \$500,000 of TIF-Funded Improvements being reimbursed with City Funds on the Closing Date). Prior Expenditures made for items other than TIF-Funded Improvements will not be reimbursed to Developer but will reduce the amount of Equity and/or Lender Financing, if any, required to be contributed by Developer under Section 4.01.

(b) TIF District Administration Fee. The City may annually allocate an amount not to exceed ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the North Pullman Redevelopment Area, including the Project. The foregoing fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and, to the extent Incremental Taxes are disbursed to the Developer pursuant to Section 4.03(d)(iii)(2), the City shall have the right to receive such funds only after payment to Developer of such Incremental Taxes.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available under Section 4.03, Developer will be solely responsible for such excess costs, and will hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and from any and all costs and expenses of completing the Project in excess of the Project Budget.

4.07 Reserved.

4.08 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by Developer to HED of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained herein (including but not limited to Sections 8.08, 10.02 and 10.03 hereof);

(b) Developer has received no notice and has no knowledge of any lien or claim of lien either filed or threatened against the Property or the Project except for the Permitted Liens;

(c) no Event of Default or condition or event which, with the giving of notice or passage time or both, would constitute an Event of Default exists or has occurred; and

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including not limited to the requirements set forth in the TIF Ordinances and this Agreement.

#### ARTICLE FIVE: CONDITIONS PRECEDENT TO CLOSING

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget. Developer will have submitted to HED, and HED will have approved, the Project Budget stated in Exhibit D-1, in accordance with the provisions of Section 3.03. This condition precedent has been satisfied prior to the date hereof.

5.02 Scope Drawings and Plans and Specifications. Developer will have submitted to HED, and HED will have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02. This condition precedent has been satisfied prior to the date hereof.

5.03 Other Governmental Approvals. Not less than 5 Business Days prior to the Closing Date, Developer will have secured or applied for or provided HED with an application time schedule for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to HED.

5.04 Financing.

(a) Developer will have furnished evidence acceptable to the City that Developer has Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If a portion of such financing consists of Lender Financing, Developer will have furnished evidence as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other financing sources, if any, stated in Section 4.01) to complete the Project.

(b) Reserved.

(c) Any financing liens against the Property or the Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in this Agreement under a subordination agreement, in the form of Exhibit O, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, in the Office of the Recorder of Deeds of Cook County.

5.05 Title. On the Closing Date, Developer will furnish the City with a copy of the Title Policy for the Property, showing Method as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions listed as Permitted Liens on Exhibit I and will evidence the recording of this Agreement under the provisions of Section 8.15. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding location, access, and survey. On or prior to the Closing Date, Developer will provide to HED documentation related to the Property and copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clear Title. Not less than 5 Business Days prior to the Closing Date, Developer, at its own expense, will have provided the City with current searches under Developer's name as follows:

Secretary of State (IL)	UCC search
Secretary of State (IL)	Federal tax lien search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax lien search
Cook County Recorder	State tax lien search
Cook County Recorder	Memoranda of judgments search
U.S. District Court (N.D. IL)	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. If requested by HED, not less than 5 Business Days prior to the Closing Date, Developer will have furnished the City with 3 copies of the Survey.

5.08 Insurance. Developer, at its own expense, will have insured the Property as required under Article Twelve. At least 5 Business Days prior to the Closing Date, certificates required under Article Twelve evidencing the required coverages will have been delivered to HED.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer will furnish the City with an opinion of counsel, substantially in the form of Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in Exhibit J, such opinions shall be obtained by Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Not less than 20 Business Days prior to the Closing Date, Developer will have provided evidence satisfactory to HED of the Prior Expenditures as provided in Section 4.05. Such evidence of Prior Expenditures may be updated to the Closing Date by Developer.

5.11 Financial Statements. Not less than 30 days prior to the Closing Date, Developer will have provided Financial Statements to HED for its 2011 and 2012 fiscal years, if available, and its most recently publicly available unaudited interim Financial Statements, in each case together with any opinions and management letters prepared by auditors.

5.12 Additional Documentation. Developer will have provided documentation to HED, satisfactory in form and substance to HED, with respect to current employment profile, if requested by HED, and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds on the Property, if any.

5.13 Environmental Reports. Not less than 30 days prior to the Closing Date, Developer will provide HED with copies of all environmental reports or audits, if any, obtained by Developer with respect to the Property, together with any notices addressed to Developer from any agency regarding environmental issues at the Property. Prior to the Closing Date, Developer will have provided the City with a letter from the environmental engineer(s) who completed such report(s) or audit(s), authorizing the City to rely on such report(s) or audit(s).

#### 5.14 Entity Documents; Economic Disclosure Statement.

(a) Entity Documents. Developer will provide a copy of its current Articles of Incorporation, with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of Illinois and all other states, if any, in which Developer is registered to do business; its bylaws; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other organizational documentation as the City may request.

(b) Economic Disclosure Statement. Developer will provide the City an EDS, in the City's then current form, dated as of the Closing Date, which is incorporated by reference and Developer further will provide any other affidavits or certifications as may be required by Federal, State or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14

to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and HED in writing, a description of all pending or threatened litigation or administrative proceedings: (a) involving Developer's property located in the City, (b) that Developer is otherwise required to publicly disclose or that may affect the ability of Developer to perform its duties and obligations under this Agreement, or (c) involving the City or involving the payment of franchise, income, sales or other taxes by such party to the State of Illinois or the City. In each case, the description shall specify the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith, and whether (and to what extent) such potential liability is covered by insurance.

5.16 Method Contract. Developer has provided the City with a certified copy of the contract to sell the Property to Method (the "Method Contract"), and such contract complies with Sections 8.16(c), 8.17 and 18.27 hereof.

#### ARTICLE SIX: AGREEMENTS WITH CONTRACTORS

##### 6.01 Bid Requirement for General Contractor and Subcontractors.

(a) HED acknowledges that Developer may act as general contractor for all or a portion of the Project. To the extent Developer elects to engage a third party to provide general contractor or construction oversight services, the Developer's selection of such third party shall be subject to the City's approval (the "General Contractor"). Developer must solicit, or must cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City.

(b) For the TIF-Funded Improvements, Developer must select or cause the General Contractor to select the subcontractor submitting the lowest responsible and responsive bid who can complete the Project (or phase thereof) in a timely and good and workmanlike manner; provided, however, that Developer may consider a bidder's ability to meet the unique challenges of the Project in evaluating the "lowest responsible and responsive bid" rather than the lowest bid. If the General Contractor selects any subcontractor submitting other than the lowest responsible and responsive bid for the TIF-Funded Improvements, the difference between the lowest responsible and responsive bid and the bid selected may not be paid out of City Funds.

(c) Developer must submit copies of the Construction Contract to HED as required under Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements must be provided to HED within 20 Business Days of the execution thereof. Developer must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project (or any phase thereof) until the applicable Plans and Specifications for that phase have been approved by HED and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, Developer must deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to work on the TIF-Funded Improvements under Section 6.01 above, for HED's prior written approval. Within 10 Business Days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer must deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any work in the public way, if any, Developer will require that the General Contractor and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance by sureties having an AA rating or better using the form of payment and performance bond form attached as Exhibit L. The City will be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity. Developer will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Article Ten. The Parties acknowledge that the contracting, hiring and testing requirements for the MBE/WBE and City Residency obligations in Article Ten are applied by the City's monitoring staff on an aggregate basis, and that it shall not be an event of default under this Agreement, nor shall the payment of the City resident hiring shortfall amount be required, if the Developer or, as applicable, the General Contractor do not impose such obligations on each subcontractor, or if any one subcontractor does not satisfy such obligations, so long as such obligations are satisfied on an aggregate basis; provided, however, that City Funds shall not be disbursed hereunder unless compliance with Article Ten is evidenced on such an aggregate basis..

6.05 Other Provisions. In addition to the requirements of this Article Six, the Construction Contract and each contract with any subcontractor working on the Project must contain provisions required under Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (Developer's MBE/WBE Commitment), Article Twelve (Insurance) and Section 14.01 (Books and Records).

## ARTICLE SEVEN: COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Developer's written request (including (a) a final owner's sworn statement for the Project, and (b) Method's written approval or acceptance of the completed Project), HED will issue to Developer a certificate of completion of construction in recordable form (the "Certificate of Completion") certifying that Developer has fulfilled its obligation to complete the Project in compliance with the terms and conditions of this Agreement. HED will respond to Developer's written request for a Certificate of Completion within 30 days by issuing either a Certificate of Completion or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order to obtain the Certificate of Completion. Developer may resubmit a written request for a Certificate of Completion upon completion of such measures, and the City will respond within 30 days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate of Completion.

7.02 Effect of Issuance of Certificate of Completion; Continuing Obligations.

(a) The Certificate of Completion relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate of Completion, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate of Completion must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Section 8.16(c) (Real Estate Taxes) as covenants that run with the land comprising the Property are the only covenants in this Agreement intended to be binding throughout the Term of the Agreement upon any transferee of the Developer holding title to the Property or any portion thereof, regardless of whether or to what extent that owner is also an assignee of Developer as described in this paragraph and regardless of whether or not a Certificate of Completion has been issued. Unless a Certificate of Completion has been issued, those covenants specifically described at Section 8.02 (Covenant to Redevelop) as covenants that run with the land comprising the Property are the only other covenants in this Agreement intended to be binding throughout the Term of the Agreement upon any transferee of the Developer holding title to the Property or any portion thereof, regardless of whether or to what extent that owner is also an assignee of Developer as described in this paragraph. The other executory terms of this Agreement that remain after the issuance of a Certificate of Completion, specifically Sections 8.16(c), 8.17 and 18.27, will be binding only upon Method or a permitted assignee of Method.

7.03 Failure to Complete. If Developer fails to timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will not be limited to, any of the following rights and remedies, in addition to those stated in Section 15.02.

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement; and

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of such TIF-Funded Improvements (including interest costs) out of the payment and performance bond form attached as Exhibit L, and, if such funds are insufficient, then from City Funds or other City monies. If the aggregate costs incurred by the City to complete the TIF-Funded Improvements exceeds the amount of funds described in the preceding sentence, Developer will reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of those funds.

7.04 Notice of Expiration or Termination. Upon the expiration of the Term of the Agreement, HED will provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

ARTICLE EIGHT: REPRESENTATIONS, WARRANTIES AND  
COVENANTS OF DEVELOPER.

8.01 General. Developer represents, warrants, and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Developer is an Illinois not-for-profit corporation, duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer or any of its assets is now or may become bound;

(d) Developer has acquired and will maintain good, indefeasible and merchantable fee simple title to the Property (and improvements located thereon) free and clear of all liens (except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget, and those liens otherwise bonded or insured over in accordance with the terms of this Agreement).

(e) Developer is now, and for the Term of the Agreement, will remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Developer's actual knowledge threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct and complete the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer or any of its assets is bound beyond applicable notice and cure periods;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer; and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate of Completion, if it would adversely affect Developer's ability to perform its obligations under this Agreement, Developer will not do any of the following without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business, and except with respect to the sale of the Property to Method; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity to the extent that such action would have an adverse effect on Developer's ability to perform its obligations under this Agreement; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition.

(k) Developer has not incurred and, prior to the issuance of a Certificate of Completion, will not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Property or the Project or any fixtures now or hereafter attached thereto;

(l) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or under City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended; and

(m) neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons Lists, the Unverified List, the Entity List and the Debarred List.

8.02 **Covenant to Redevelop.** Upon HED's approval of the Scope Drawings and Plans and Specifications, and the Project Budget as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer will redevelop the Property and the Project in compliance with this Agreement and all exhibits attached hereto, the TIF Ordinances, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Property, the Project and/or Developer. The covenants set forth in this Section 8.02 will run with the land comprising the Property (as defined herein) and will be binding upon any transferee, until fulfilled as evidenced by the issuance of a Certificate of Completion.

8.03 **Redevelopment Plans.** Developer represents that the Project is and will be in compliance with all applicable terms of the Redevelopment Plans, as in effect on the date of this Agreement.

8.04 **Use of City Funds.** City Funds disbursed to Developer will be used by Developer solely to reimburse Developer for its payment for the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. At the request of the City, Developer will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) any Bonds in connection with the Redevelopment Areas, the proceeds of which may be used to reimburse the City for expenditures made in connection with or provided a source of funds for the payment for the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments will not have a material adverse effect on Developer or the Project. Developer will, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition (but not including proprietary sales and operating information), and assisting the City in its preparation of an offering statement with respect thereto. Developer will not have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer that is determined to be false and misleading.

8.06 Employment Opportunity.

(a) Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 (Prevailing Wage) and Article Ten (Developer's Employment Obligations). Developer will submit a plan to HED describing its compliance program prior to the Closing Date.

(b) Developer will deliver to the City written quarterly progress reports detailing compliance with the requirements of Sections 8.08, (Prevailing Wage) 10.02 (City Resident Construction Worker Employment Requirement) and 10.03 (Developer's MBE/WBE Commitment) of this Agreement. If any such reports indicate a shortfall in compliance, Developer will also deliver a plan to HED which will outline, to HED's satisfaction, the manner in which Developer will correct any shortfall.

8.07 Employment Profile. Developer will submit, and contractually obligate and cause the General Contractor to submit and contractually obligate any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.08 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay, the prevailing wage rate as ascertained by the State Department of Labor (the "Labor Department"), to all of their respective employees working on constructing the Project or otherwise completing the TIF-Funded Improvements. All such contracts will list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed under such contract, or alternatively Developer will provide applicable schedules evidencing wage rates paid. If the Labor Department revises such prevailing wage rates, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.08.

8.09 Arms-Length Transactions. Unless HED shall have given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds,

directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8.10 Financial Statements. Developer will obtain and provide to HED Financial Statements for 2011 and 2012, if available, and each year thereafter for the Term of the Agreement.

8.11 Insurance. Solely at its own expense, Developer will comply with all applicable provisions of Article Twelve (Insurance) hereof.

8.12 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, and subject to subsection (b) below, Developer agrees to pay or cause to be paid when due any Non-Governmental Charges assessed or imposed upon the Property or the Project or the or any fixtures that are or may become attached thereto and which are owned by Developer, which creates, may create, or appears to create a lien upon all or any portion of the Property; provided however, that if such Non-Governmental Charges may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer will furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other evidence satisfactory to HED, evidencing payment of the Non-Governmental Charges in question.

(b) Right to Contest. Developer will have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.12); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED will require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such transfer or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charges and all interest and penalties upon the adverse determination of such contest.

8.13 Developer's Liabilities. Developer will not enter into any transaction that would materially and adversely affect its ability to: (i) perform its obligations under this Agreement or (ii) repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer will immediately notify HED of any and all events or actions which

may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or under any other documents and agreements.

#### 8.14 Compliance with Laws.

(a) Representation. To Developer's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer will provide evidence reasonably satisfactory to the City of such current compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property or the Project, including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560, whether or not in performance of this Agreement. Upon the City's request, Developer will provide evidence to the City of its compliance with this covenant.

8.15 Recording and Filing. Developer will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Such recordings shall be recorded prior to any mortgage made in connection with Lender Financing, if any. Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, Developer will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

#### 8.16 Real Estate Provisions.

##### (a) Governmental Charges.

(i) Payment of Governmental Charges. Subject to subsection (ii) below, Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all Federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project, including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or transfer or forfeiture of the Property or the Project. Developer's right to challenge real estate taxes applicable to the Property or the Project is limited as provided for in Section 8.16(c) below; provided, that such real estate taxes must be paid in full when due. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay

any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to HED of Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option:

(x) Developer will demonstrate to HED's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge will conclusively operate to prevent or remove a lien against, or the sale or transfer or forfeiture of, all or any part of the Property or the Project to satisfy such Governmental Charge prior to final determination of such proceedings, and/or;

(y) Developer will furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED may require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or transfer or forfeiture of the Property or the Project during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) **Developer's Failure To Pay Or Discharge Lien.** If Developer fails to pay or contest any Governmental Charge or to obtain discharge of the same, Developer will advise HED thereof in writing, at which time HED may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, will be promptly disbursed to HED by Developer. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) **Real Estate Taxes.**

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K; and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

(ii) **Real Estate Tax Exemption.** With respect to the Property or the Project (and related improvements) or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer will, during the Term of this Agreement, seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the North Pullman Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes.

(A) Neither Developer, nor any person acting on behalf of Developer, will, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown on Exhibit K for the applicable year (nor shall the Developer, nor any person acting on behalf of Developer, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project if the assessed value of all or any portion of the Property or the Project is already below the amount of the Minimum Assessed Value as shown on Exhibit K for the applicable year). If the Developer or Method or any successor thereto violates this Section 8.16(c)(iii)(A) then the City shall be entitled to recover as a remedy two times the difference between the taxes that would have been generated from the Minimum Assessed Value and the actual amount of taxes paid in the applicable year for each and every year of the Term of the Agreement that any such difference results from such violation hereof.

(B) After diligent inquiry, Developer knows of no pending application, appeal or request for reduction of the assessed value of all or any portion of the Property or the Project filed by Developer for any tax year prior to or including the tax year in which this Agreement is executed.

(iv) No Objections. Neither Developer, nor any person acting by, through or on behalf of Developer, will object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Under Assessment Complaint (as defined below) or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Under Assessment Complaint" as used in this Agreement means any complaint seeking to increase the assessed value of the Property or the Project.

(v) Covenants Running with the Land Comprising the Property. The parties agree that the restrictions contained in this Section 8.16(c) are covenants running with the land comprising the Property (as defined herein). This Agreement will be recorded by Developer against the Property as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions will be binding upon any owner of the Property, from and after the date hereof, provided however, that the covenants will be released upon the earlier of when the North Pullman Redevelopment Area is no longer in effect, or upon expiration of the Term of Agreement. Developer agrees that any sale, transfer, lease, conveyance, or transfer of title to all or any portion of the Property or the Project from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.16(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.16(c).

8.17 Annual Compliance Report. Developer, through the tenth anniversary of the issuance of the Certificate of Completion, and Method, through the Job Creation Period, shall

submit to HED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.18 Reserved.

8.19 Broker's Fees. Developer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.20 No Conflict of Interest. Under Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Areas or the Redevelopment Plans, or any consultant hired by the City, (a "City Group Member") owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer, the Property, the Project, or to Developer's actual knowledge, any other property in the Redevelopment Areas.

8.21 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other feature of the Project.

8.22 No Business Relationship with City Elected Officials. Developer acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Developer has read and understands such provision. Under Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080(b)(2) of the Municipal Code), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated thereby.

8.23 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.24 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4. Neither Developer or any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Developer's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during: (i) the bid or other solicitation process for this Agreement or Other Agreement, including while this Agreement or Other Agreement is executory, (ii) the term of this Agreement or any Other Agreement between City and Developer, and/or (iii) any period in which an extension of this Agreement or Other Agreement with the City is being sought or negotiated.

Developer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Agreement for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Agreement, at law and in equity. This provision amends any Other Agreement and supersedes any inconsistent provision contained therein.

If applicable, if Developer violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, then HED may reject Developer's bid.

For purposes of this provision:

"Other Agreement" means any agreement entered into between the Developer and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

#### 8.25 Shakman Accord.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

(c) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the Commissioner of HED. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

#### 8.26 FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to

produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, that would be otherwise required under this Agreement then Developer covenants to comply with such request within two (2) Business Days of the date of such request. Failure by Developer to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Developer submits to the City under Section 8.20, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Article Eight and elsewhere in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and (except as provided in Article Seven upon the issuance of a Certificate of Completion) will be in effect throughout the Term of the Agreement.

#### ARTICLE NINE: REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Article Nine or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

#### ARTICLE TEN: DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and will contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer on the Project (collectively, with Developer, such parties are defined herein as the "Employers", and individually defined herein as an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time-to-time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Areas; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Areas.

(c) Each Employer will comply with all applicable Federal, State and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the State Human Rights Act, 775 ILCS 5/1-101 et. seq. (2006 State Bar Edition), as amended, and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, will cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of Federal, State and municipal agencies.

(e) Each Employer will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project, after the Closing Date, and will require inclusion of these provisions in every subcontract entered into by any subcontractors, after the Closing Date, and every agreement with any Affiliate operating on

the Property or at the Project, after the Closing Date, so that each such provision will be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

#### 10.02 City Resident Construction Worker Employment Requirement.

(a) Developer agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

(b) Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

(c) "Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) Developer, the General Contractor and each subcontractor will provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) will be submitted to the Commissioner of HED in triplicate, which will identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

(f) Upon 2 Business Days prior written notice, Developer, the General Contractor and each subcontractor will provide full access to their employment records related to the construction of the Project to the Chief Procurement Officer, the Commissioner of HED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the construction of the Project for a period of at least 3 years after final acceptance of the work constituting the Project.

(g) At the direction of HED, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) will not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Article concerning the worker hours performed by actual residents of the City or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Article. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

(j) Nothing herein provided will be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

(k) Developer will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project, entered into after the Closing Date.

10.03 Developer's MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements stated in this section, will contractually obligate the General Contractor to agree that during the construction of the Project:

(a) Consistent with the findings which support, as applicable: (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program", and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the

extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as stated in Exhibit D-2) must be expended for contract participation by Minority-Owned Businesses ("MBEs") and by Women-Owned Businesses ("WBEs"):

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only:

(i) Developer (and any party to whom a contract is let by Developer in connection with the Project) is deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) is deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In compliance with Section 2-92-730, Municipal Code of Chicago, Developer will not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of HED.

(d) Developer must deliver monthly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports will include, inter alia: the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation; the name and business address of each MBE or WBE actually involved in the Project; a description of the work performed or products or services supplied; the date and amount of such work, product or service; and such other information as may assist the City's

monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer will maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least 5 years after completion of the Project, and the City's monitoring staff will have access to all such records maintained by Developer, on 5 Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer is obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors are required to attend this pre-construction meeting. During said meeting, Developer will demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which will be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, will, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

## ARTICLE ELEVEN: ENVIRONMENTAL MATTERS

11.01 Environmental Matters. Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the

following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from: (A) all or any portion of the Property, or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

#### ARTICLE TWELVE: INSURANCE

12.01 Insurance Requirements. Developer's insurance requirements are stated in Schedule B which is hereby incorporated into this Agreement by reference and made a part of this Agreement.

#### ARTICLE THIRTEEN: INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnities") harmless from and against, any and all liabilities, obligations, losses, damages (arising out of a third party action against the City), penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, (and including, without limitation, the reasonable fees and disbursements of counsel for such Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnities by a third party in any manner relating to or arising out of:

- (i) Any cost overruns as described in Section 4.06; or
- (ii) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (iii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or
- (iv) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plans or any other document related to this Agreement that is the result of information supplied or omitted by Developer or its agents, employees, contractors or persons acting under the control or at the request of Developer or any affiliate of Developer; or
- (v) Developer's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or
- (vi) any act or omission by Developer or any Affiliate of Developer;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 will survive the termination of this Agreement.

#### ARTICLE FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer will not pay for salaries or fringe benefits of auditors or examiners. Developer must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project. The City shall provide three (3) Business Days' prior written notice to Developer in accordance with Section 17. The notice shall indicate the date and time of the inspection. All inspections shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

14.02 Inspection Rights. Upon three (3) Business Days' notice, any authorized representative of the City shall have access to all portions of the Property or the Project during normal business hours for the Term of the Agreement. The City shall provide three (3) Business Days' prior written notice to Developer in accordance with Section 17. The notice shall indicate the date and time of the inspection. All inspections shall be conducted between the hours 9:00 a.m. and 5:00 p.m., Monday through Friday.

#### ARTICLE FIFTEEN: DEFAULT AND REMEDIES

15.01 Events of Default. Subject to the terms of Section 15.04 below, the occurrence of any one or more of the following events, subject to the provisions of Section 15.03, will constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property (including the Property or the Project), assets (including the Property or the Project), operations or condition, financial or otherwise;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt by Developer to create, any lien or other encumbrance upon the Property or the Project, including any fixtures now or hereafter attached thereto, other than the Permitted Liens or any Permitted Mortgage, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or Developer's ultimate parent entity, if any, or for the liquidation or reorganization of Developer or Developer's ultimate parent entity, if any, or alleging that Developer or Developer's ultimate parent entity, if any, is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's or Developer's ultimate parent entity's, if any, debts, whether under the United States Bankruptcy Code or under any other state or Federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer or Developer's ultimate parent entity, if any; provided, however, that if such commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such proceedings are not dismissed within 60 days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer or Developer's ultimate parent entity, if any, for any substantial part of Developer's or Developer's ultimate parent entity's, if any, assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer or Developer's ultimate parent entity, if any; provided, however, that if such appointment or commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 60 days after the commencement thereof;

(g) the entry of any judgment or order against Developer, not covered by insurance for an amount in excess of \$1.0 million which remains unsatisfied or undischarged and in effect for 60 days after such entry without a stay of enforcement or execution;

(h) [reserved];

(i) the dissolution of Developer or Developer's ultimate parent entity, if any;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within 30 days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) [reserved]; or

(l) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code;

such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

For purposes of Section 15.01(j), hereof, a natural person with a material interest in Developer is one owning in excess of seven and a half percent (7.5%) of Developer's or Developer's ultimate parent entity, if any, issued and outstanding ownership shares or interests. For purposes of Section 15.01, "ultimate parent entity" does not mean a person or entity that is a Member of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default by Developer, the City may terminate this Agreement and all related agreements, may suspend disbursement of City Funds and, subject to the terms of Section 15.04 below, recover City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including, but not limited to, injunctive relief or the specific performance of the agreements contained herein. To the extent permitted by law, the City may also lien the Property.

#### 15.03 Curative Period.

(a) In the event Developer fails to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless Developer or a Lender has failed to perform such monetary covenant within 10 days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event Developer fails to perform a non-monetary covenant which Developer is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless Developer or Lender has failed to cure such default within 30 days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such 30 day period, Developer will not be deemed to have committed an Event of Default under this Agreement if the Developer or a Lender has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Defaults by Method. Notwithstanding anything to the contrary contained herein, the occurrence of any of the events described in Section 15.01 by Method with respect to the matters contained in Section 8.16(c), Section 8.17, and Section 18.27 shall apply solely to Method and not to Developer, and Developer shall not be deemed in default with respect to such matters nor have responsibility or liability hereunder in connection with such defaults, nor shall the City seek any remedies against the Developer, including termination hereof, suspension of disbursement of City Funds to the Developer, or recovery of City Funds from the Developer, and the City shall, with respect to such defaults, seek any remedies pursuant to Section 15.02 and Section 18.27 or otherwise from and against Method only and not from and against Developer.

## ARTICLE SIXTEEN: MORTGAGING OF THE PROJECT

16.01 Mortgaging of the Project. Any and all mortgages or deeds of trust in place as of the date hereof with respect to the Property or Project or any portion thereof are listed on Exhibit I hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing, if any) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "New Mortgage." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage) whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but will not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party will be entitled to no rights or benefits under this Agreement, but such party will be bound by those provisions of this Agreement that are covenants expressly running with the land comprising the Property (as defined herein).

(b) Notwithstanding any provision of this Agreement to the contrary, the exercise of the remedies of foreclosure of a mortgage or any sale of Developer's interest in the Property in connection with a foreclosure, whether by judicial proceedings or by virtue of any power of sale contained in the mortgage, or any conveyance of Developer's interest in the Property to the mortgagee or its nominee or designee by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of Developer's interest in the Property by the mortgagee or its nominee or designee, or any other exercise of remedies under the documents evidencing Lender Financing shall not require the consent or approval of the City or constitute a breach of any provision of or a default under this Agreement.

(c) If any mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, then the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the executory obligations and liabilities of "Developer" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of Developer which occurred prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party will be entitled to no rights and benefits under this Agreement, and such

party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(d) Prior to the issuance by the City to Developer of a Certificate of Completion under Article Seven hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of HED. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate of Completion, consent of the Commissioner of HED is not required for any such New Mortgage.

#### ARTICLE SEVENTEEN: NOTICES

17.01 Notices. All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by the receiving party, or (iv) registered or certified U.S. Mail, return receipt requested; (c) be given at the following respective addresses:

If to the City: City of Chicago  
Department of Housing and Economic Development  
Attn: Commissioner  
121 North LaSalle Street, Room 1000  
Chicago, IL 60602  
312/744-4190 (Main No.)  
312/744-2271 (Fax)

With Copies To: City of Chicago  
Corporation Counsel  
Attn: Finance and Economic Development Division  
121 North LaSalle Street, Room 600  
Chicago, IL 60602  
312/744-0200 (Main No.)  
312/742-0277 (Fax)

If to Developer: Chicago Neighborhood Initiatives, Inc.  
10000 E. 111<sup>th</sup> Street – 10<sup>th</sup> Floor  
Chicago, IL 60628  
Attn: David Doig

With Copies To: DLA Piper LLP (US)  
203 North LaSalle Street  
19<sup>th</sup> Floor  
Chicago, IL 60601  
Attn: David L. Reifman, Esq.  
          Mariah F. DiGrino, Esq.

If to Method: People Against Dirty Property Management, LLC  
637 Commercial Street, Floor 3  
San Francisco, CA 94111  
Attn: Garry Embleton

With Copies To: Law Offices of Rolando R. Acosta, P.C.  
2949 W. Gregory St.  
Chicago, IL 60625  
Attn: Rolando R. Acosta, Esq.

or at such other address or telecopier/fax or telephone number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the U.S. Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 Developer Requests for City or HED Approval. Any request under this Agreement for City or HED approval submitted by Developer will comply with the following requirements:

- (a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);
- (b) expressly state the particular document and section thereof relied on by Developer to request City or HED approval;
- (c) if applicable, note in bold type that failure to respond to Developer's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or HED;
- (d) if applicable, state the outside date for the City's or HED's response; and
- (e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of Developer's request.

#### ARTICLE EIGHTEEN: ADDITIONAL PROVISIONS

18.01 Amendments. This Agreement and the Schedules and Exhibits attached hereto may not be modified or amended except by an agreement in writing signed by the parties; provided, however, that the City in its sole discretion, may amend, modify or supplement the Redevelopment Plans. For purposes of this Agreement, Developer is only obligated to comply with the Redevelopment Plans as in effect on the date of this Agreement. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than 90 days.

18.02 Complete Agreement, Construction, Modification. This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter. This Agreement and the Schedules and Exhibits attached hereto may not be contradicted by evidence of prior, contemporaneous, or subsequent verbal agreements of the parties. There are no unwritten verbal agreements between the parties.

18.03 Limitation of Liability. No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to Developer or any successor in interest to Developer in the event of any default or breach by the City or for any amount which may become due to Developer or any successor in interest, from the City or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to accomplish the transactions contemplated in this Agreement.

18.05 Waivers. No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right will operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement will not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, will constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein must not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Parties in Interest/No Third Party Beneficiaries. The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto, including, with respect to Sections 8.17 and 18.27, Method. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City, Developer or Method, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer.

18.08 Titles and Headings. The Article, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had

signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 Counterpart Facsimile Execution. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine will be treated as an original document. The signature of any party thereon will be considered as an original signature, and the document transmitted will be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document will be re-executed by other parties in original form. No party hereto may raise the use of a facsimile machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section. This section does not supersede the requirements of Article Seventeen: Notices.

18.11 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.12 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.13 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

18.14 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City will be in form and content satisfactory to the City.

18.15 Assignment. Prior to the issuance by the City to Developer of a Certificate of Completion, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that Developer may assign, on a collateral basis, the right to receive City Funds to a lender providing Lender Financing, if any, which has been identified to the City as of the Closing Date. Any successor in interest to Developer under this Agreement (excluding any Lender that has been assigned only the right to received City Funds on a collateral basis) will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.16(c) (Real Estate Taxes) and Section 8.25 (Survival of Covenants) hereof, for the Term of the Agreement. Developer hereby consents to the City's assignment or other transfer of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement is binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them will be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, war, acts of terrorism, imposition of martial law, plague or other illness, bank holidays or stock or commodity exchange closures or wire transfer interruptions, capital controls, civil disorders, rebellions or revolutions, strike, shortage of material, power interruptions or blackouts, cyber-attacks, electromagnetic pulse ("EMP") attacks, fuel shortages or rationing, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, except to the extent that, the non-performing party is at fault in failing to prevent or causing such default or delay; and provided that such default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, work around plans or other means. The individual or entity relying on this section with respect to any such delay will, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay affected by any such events described above.

18.18 Exhibits and Schedules. All of the exhibits and schedules to this Agreement are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.19 Business Economic Support Act. Under the Business Economic Support Act (30 ILCS 760/1 et seq. (2006 State Bar Edition), as amended), if Developer is required to provide notice under the WARN Act, Developer will, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, HED or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or HED in making all approvals, consents and determinations of satisfaction, granting the Certificate of Completion or otherwise administering this Agreement for the City.

18.21 Construction of Words. The use of the singular form of any word herein includes the plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to."

18.22 Date of Performance. If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State Law, the date for such performance will be the next succeeding Business Day.

18.23 Survival of Agreements. All covenants and agreements of the parties contained in this Agreement will survive the Closing Date in accordance with the provisions of this Agreement.

18.24 Equitable Relief. In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

18.25 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.26 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement but only if the City is determined to be the prevailing party in an action for enforcement. This includes, subject to any limits under applicable law, reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.27 Jobs, Occupancy and Operations.

(a) Upon completion of certain initial work on the Project, Method shall purchase the Property from Developer and construct a manufacturing and distribution facility thereon (the "Method Facility"). In the event Method fails to so purchase the Property in accordance with the Method Contract or so construct a manufacturing and distribution facility thereon by December 31, 2014, either such failure shall be considered an Event of Default by Method, and Method hereby agrees and shall be obligated to reimburse the City \$8,100,000 plus interest.

(b) The following terms shall have the meanings set forth below for purposes of this Section 18.27:

"Closure" shall mean the cessation of the occupancy and operation of the Method Facility by Method at any time during the Occupancy Period. Closure shall not include the cessation of the occupancy and operation of the Method Facility by Method at any time during the Occupancy Period where such cessation is caused by: (a) a Force Majeure Event; or (b) periodic or seasonal vacation periods in the normal course of Method's business (not to exceed twenty-one days each).

"Closure Default" shall mean Closure during the Occupancy Period.

"Commencement Date" shall mean the date on which the City issues a certificate of occupancy for the Method Facility.

"Compliance Period" shall mean, collectively, the Job Creation Period and the Occupancy Period.

"Full-Time Equivalent" shall mean shall mean positions pursuant to which an employee or employees are working for Method on, at or from Method Facility, individually or in aggregate, an average of 35 hours per week (taking into account personal days and permitted vacations) during a given calendar year.

"Job Creation Cure Period" shall mean the Job Creation Period Year following a Job Creation Period Year in which a Job Creation Default occurs, during which period the previous Job Creation Default may be cured. Only one Job Creation Cure Period shall be allowed.

"Job Creation Default" shall mean failure to maintain the Minimum Job Creation during the Job Creation Period for any reason other than Force Majeure Events.

"Job Creation Period" shall mean the ten-year period of time from the Commencement Date through and including the tenth anniversary of the Commencement Date (as may be extended to accommodate a Job Creation Cure Period).

"Job Creation Period Year" shall mean any year within the Job Creation Period beginning on the Commencement Date (for the first Job Creation Period Year) or an anniversary thereof (for the second through tenth Job Creation Period Years)

"Job Creation Report" shall mean an annual progress report provided to HED by Method detailing Method's compliance with the requirement to maintain the Minimum Job Creation.

"Minimum Job Creation" shall mean the creation and retention of not less than 55 Full-Time Equivalent, permanent jobs by Method at, on or from the Method Facility by not later than the end of the first Job Creation Period Year.

"Occupancy Period" shall mean the ten-year period of time from the Commencement Date through and including the tenth anniversary of the Commencement Date.

"Occupancy Period Year" shall mean any year within the Occupancy Period beginning on the Commencement Date (for the first Occupancy Period Year) or an anniversary thereof (for the second through tenth Occupancy Period Years).

(c) Method shall maintain 65 Full-Time Equivalent, permanent jobs by Method at, on or from the Method Facility by not later than the end of the first Job Creation Period Year. Method shall retain its bottler on-site at the Method Facility, which bottler is expected to employ at least 20 Full-Time Equivalent, permanent jobs.

(d) Method shall occupy and operate the Method Facility through the Occupancy Period.

(e) The covenants set forth in Section 18.27(c-d) shall run with the land and be binding upon Method and any subsequent transferee of Method.

(f) The occurrence of a Closure Default and/or a Job Creation Default, subject to the provisions of Sections 18.27(g-h) (including but not limited to the provision of notice by the City and, as to a Job Creation Default only, the expiration of the applicable cure period both required by Section 18.27(h)) shall constitute a "Section 18.27 Event of Default" hereunder.

(g) Remedies. This Section 18.27(g) shall be subject to Section 18.27(h) below. In no event shall an uncured Event of Default under this Section 18.27 be considered an Event of Default by Developer, nor shall the City seek any remedies against Developer, including to collect any amounts due from Method as a result of a Section 18.27 Event of Default, terminate this Agreement, or suspend disbursement of City Funds to Developer or recover City Funds from Developer in connection with any Section 18.27 Event of Default.

- (i) Upon the occurrence of an uncured Section 18.27 Event of Default during the first three years (1-3) of the Compliance Period, Method shall be obligated to reimburse the City \$8,100,000.
- (ii) Upon the occurrence of an uncured Section 18.27 Event of Default during the next five years (4-8) of the Compliance Period, Method shall be obligated to reimburse the City \$6,100,000.
- (iii) Upon the occurrence of an uncured Section 18.27 Event of Default during the remaining years of the Compliance Period following the eight years identified above, Method shall be obligated to reimburse the City \$3,100,000.
- (iv) Additionally, upon each and any failure to submit an Annual Compliance Report pursuant to Section 8.17 hereof Method shall be obligated to reimburse the City \$500,000.

(h) Curative Period. (i) One Job Creation Cure Period shall be allowed to cure one Job Creation Default. The cure of such Job Creation Default shall be evidenced to HED's satisfaction prior to the close of the applicable Job Creation Cure Period. A second or subsequent Job Creation Default shall not be subject to cure.

(ii) No cure period shall be permitted in the event of a Closure Default.

(iii) The Job Creation Cure Period may be extended within the sole and absolute discretion of the Commissioner.

[The remainder of this page is intentionally left blank and the signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be signed on or as of the day and year first above written.

CHICAGO NEIGHBORHOOD INITIATIVES, INC.,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

David Doig  
President

CITY OF CHICAGO

By:  \_\_\_\_\_

Andrew J. Mooney  
Commissioner,  
Department of Housing and Economic  
Development

Limited Joinder of People Against Dirty Property Management, LLC

People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), has caused this Limited Joinder hereto to be signed on behalf of itself, and hereby joins solely for the purpose of making those obligations, covenants and promises of performance which are made by and to the extent applicable to Method in Sections 8.16(c), 8.17 and 18.27 hereof.

People Against Dirty Property Management, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be signed on or as of the day and year first above written.

CHICAGO NEIGHBORHOOD INITIATIVES, INC., an Illinois not-for-profit corporation

By:

Name: *DAVID DOIG*

Title: *PRESIDENT*

CITY OF CHICAGO

By:

Name:  
Commissioner,  
Department of Housing and Economic Development

Limited Joinder of People Against Dirty Property Management, LLC

People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), has caused this Limited Joinder hereto to be signed on behalf of itself, and hereby joins solely for the purpose of making those obligations, covenants and promises of performance which are made by and to the extent applicable to Method in Sections 8.16(c), 8.17 and 18.27 hereof.

People Against Dirty Property Management, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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CHICAGO NEIGHBORHOOD INITIATIVES, INC.,  
an Illinois not-for-profit corporation

By:

Name:

Title:

CITY OF CHICAGO

By:

Name:

Commissioner,  
Department of Housing and Economic Development

Limited Joinder of People Against Dirty Property Management, LLC

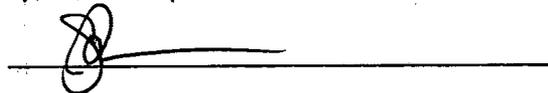
People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), has caused this Limited Joinder hereto to be signed on behalf of itself, and hereby joins solely for the purpose of making those obligations, covenants and promises of performance which are made by and to the extent applicable to Method in Sections 8.16(c), 8.17 and 18.27 hereof.

People Against Dirty Property Management, LLC,  
a Delaware limited liability company

By:

Name: PAUL YEE, TREASURER

Title:



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

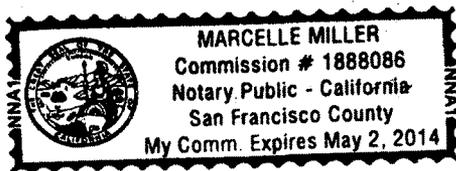
State of California

County of SAN FRANCISCO

On DECEMBER 5, 2008 before me, MARCELLE M MILLER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared PAUL T YEE  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marcelle M. Miller  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

I, Maria G. Meduga, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Doig personally known to me to be the President of Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5<sup>th</sup> day of December, 2013.



Notary Public Maria G. Meduga

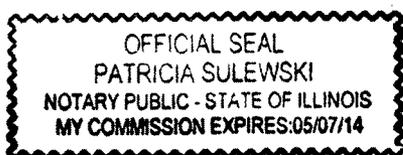
My Commission Expires October 12, 2014

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8<sup>th</sup> day of DECEMBER, 2013.



*Patricia Sulewski*  
Notary Public

My Commission Expires

5/7/14

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

SCHEDULE A

DEFINITIONS

For purposes of this Agreement the following terms shall have the meanings stated forth below:

"Acquisition" has the meaning defined in Recital D.

"Act" has the meaning defined in Recital B.

"Actual Residents of the City" has the meaning defined for such phrase in Section 10.02(c).

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agreement" has the meaning defined in the Agreement preamble.

"Annual Compliance Report" shall mean a signed report from Developer and Method to the City: (a) itemizing each of Developer's and Method's respective obligations under the Agreement during the preceding calendar year; (b) certifying Developer's and Method's respective compliance or noncompliance with such obligations; (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance; and (d) certifying that Developer and Method are not in default beyond applicable notice and cure periods with respect to any provision of the Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.13); (2) delivery of updated insurance certificates, if applicable (Section 8.11); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.12); (4) compliance with the Jobs, Occupancy and Operations covenants (Section 18.27); and (5) compliance with all other executory provisions of the Agreement.

"Bonds" has the meaning defined in Section 8.05.

"Bond Ordinance" means the City Ordinance authorizing the issuance of Bonds.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the State.

"Certificate of Completion" has the meaning defined in Section 7.01.

"Change Order" means any amendment or modification to the Scope Drawings, the Plans and Specifications, or the Project Budget (all as defined below) within the scope of Section 3.03, 3.04 and 3.05.

"Chicago Neighborhood Initiatives" has the meaning defined in the Agreement Preamble.

"City" has the meaning defined in the Agreement preamble.

"City Contract" has the meaning defined in Section 8.01(l).

"City Council" means the City Council of the City of Chicago as defined in Recital C.

"City Funds" means the funds described in Section 4.03(a).

"City Group Member" has the meaning defined in Section 8.20.

"City Requirements" has the meaning defined in Section 3.07.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commissioner" or "Commissioner of HED" means that individual holding the office and exercising the responsibilities of the Commissioner or Acting Commissioner of the City's Department of Housing and Economic Development and any successor City Department.

"Contribution" and "political contribution" each has the meaning defined in Section 8.24.

"Construction Contract" means that certain contract substantially in the form of Exhibit G, to be entered into between Developer and the General Contractor (as defined below) providing for construction of, among other things, the TIF-Funded Improvements. The parties to this Agreement may agree that the Construction Contract may be provided after Closing Date.

"Construction Program" has the meaning defined in Section 10.03(a).

"Corporation Counsel" means the City's Department of Law.

"Developer" has the meaning defined in the Agreement preamble.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" has the meaning defined in Section 10.01.

"Environmental Laws" means any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago (as defined below), and including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560.

"Equity" means funds of Developer (other than funds derived from Lender Financing (as defined below)) irrevocably available for the Project, in the amount stated in Section 4.01 hereof, which amount may be increased under Section 4.06 (Cost Overruns).

"Event of Default" has the meaning defined in Section 15.01.

"Excess Profit" has the meaning defined in Section 4.05(c).

"Existing Mortgages" has the meaning defined in Section 16.01.

"Financial Statements" means the financial statements regularly prepared by Developer, if any, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, for business enterprises operating for profit in the United States of America, and also includes financial statements (both audited and unaudited) prepared by a certified public accountant, together with any audit opinion and management letter issued by Developer's auditor.

"General Contractor" means the general contractor(s) hired by Developer under Section 6.01.

"Governmental Charge" has the meaning defined in Section 8.16(a)(i).

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"HED" has the meaning defined in the Agreement preamble.

"Human Rights Ordinance" has the meaning defined in Section 10.01(a).

"Incremental Taxes" means such ad valorem taxes which, pursuant to the North Pullman TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when

collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the North Pullman Redevelopment Project Area Special Tax Allocation Fund, and shall also include funds which the City shall transfer into the North Pullman Redevelopment Project Area Special Tax Allocation Fund pursuant to Section 5/11-74.4-4(q) of the Act from the following redevelopment project areas in the amounts indicated:

Redevelopment Project Area	Not to Exceed Amount
Lake Calumet Area Industrial	\$5,600,000
Roseland/Michigan Avenue	\$1,000,000
Stony Island Commercial and Burnside Industrial Corridors	\$1,500,000

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 13.01.

"Labor Department" has the meaning defined in Section 8.08.

"Lender" means a provider of Lender Financing.

"Lender Financing" means funds borrowed by Developer from lenders, if any, and available to pay for costs of the Project, in the amount stated in Section 4.01.

"MBE(s)" has the meaning defined in Section 10.03(b).

"MBE/WBE Program" has the meaning defined in Section 10.03(a).

"Minimum Assessed Value" has the meaning defined in Section 8.16(c)(i).

"Minority-Owned Business" has the meaning defined in Section 10.03(b).

"MOPD" has the meaning defined in Section 3.13.

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"New Mortgage" has the meaning defined in Section 16.01.

"Non-Governmental Charges" means all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"North Pullman Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the North Pullman Redevelopment Area into which the Incremental Taxes (as defined below) will be deposited.

"North Pullman TIF Adoption Ordinance" has the meaning stated in Recital C.

"Other Agreement" has the meaning defined in Section 8.24.

"Permitted Liens" means those liens and encumbrances against the Property and/or the Project stated in Exhibit I.

"Permitted Mortgage" has the meaning defined in Section 16.01.

"Plan Adoption Ordinance" has the meaning defined in Recital C.

"Plans and Specifications" means final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Political fundraising committee" has the meaning defined in Section 8.24.

"Prior Expenditure(s)" has the meaning defined in Section 4.04.

"Procurement Program" has the meaning defined in Section 10.03(a).

"Project" has the meaning defined in Recital D.

"Project Budget" means the budget stated in Exhibit D-1, showing the total cost of the Project by line item, as furnished by Developer to HED, in accordance with Section 3.03.

"Property" has the meaning defined in Recital D.

"Redevelopment Areas" means the North Pullman Redevelopment Project Area and the Lake Calumet Area Industrial Redevelopment Project Area as legally described in Exhibit A, and defined in Recital C.

"Redevelopment Plans" has the meaning defined in Recital E.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget stated in the Redevelopment Plans or otherwise referenced in the Redevelopment Plans.

"Requisition Form" has the meaning defined in Section 4.03(a).

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"State" means the State of Illinois as defined in Recital A.

"Survey" means a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property meeting the 2011 minimum standard detail requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating

whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and any updates thereof to reflect improvements to the Property as required by the City or the lender(s) providing Lender Financing, if any).

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on December 31, 2033 (such date being the last date of the calendar year in which taxes levied in the year that is 23 years after the creation of the North Pullman Redevelopment Area are paid) or such later date as the North Pullman Redevelopment Area expires in accordance with the North Pullman TIF Ordinances.

"TIF Bonds" has the meaning defined for such term in Recital F.

"TIF Bond Ordinance" has the meaning stated in Recital F.

"TIF Bond Proceeds" has the meaning stated in Recital F.

"TIF District Administration Fee" has the meaning described in Section 4.05(b).

"TIF-Funded Improvements" means those improvements of the Project listed in Exhibit E, all of which have been determined by the City prior to the date hereof to be qualified Redevelopment Project Costs and costs that are eligible under the Redevelopment Plans for reimbursement by the City out of the City Funds, subject to the terms of this Agreement.

"TIF Ordinances" has the meaning stated in Recital C.

"Title Company" means that Chicago Title Insurance Company or such other title insurance company agreed to by Developer and the City.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing Method as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Under Assessment Complaint" has the meaning set forth in Section 8.16(c)(iv).

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" has the meaning defined in Section 10.03(b).

"Women-Owned Business" has the meaning defined in Section 10.03(b).

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

SCHEDULE B

ARTICLE TWELVE: INSURANCE REQUIREMENTS

12.01 Insurance. Developer will provide and maintain, or cause to be provided and maintained, at Developer's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement

(i) Workers' Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement in statutorily prescribed limits and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, sub-contractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement in statutorily prescribed limits and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of 2 years following Project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Developer must cause each contractor to provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or rail transit property or within 50 feet of railroad or rail transit property, contractor must provide, or cause to be provided with respect to the operations that the contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk Builders Risk Insurance

When the contractor undertakes any construction, including improvements, betterments, and/or repairs, Developer must cause each contractor to provide, or cause to be provided All Risk Blanket Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable, flood including surface water backup. The City will be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Developer must cause such parties to maintain Professional Liability Insurance covering acts, errors, or omissions which shall be maintained with limits of not less than \$1,000,000. Coverage must include

contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work performed in connection with this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement by Developer's architects, contractors, sub-contractors, project managers and other parties constructing the Project, Developer will cause such parties to maintain Valuable Papers Insurance which must be maintained in an amount to insure against any loss whatsoever, and which must have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any environmental remediation work is performed which may cause a pollution exposure, Developer will cause the party performing such work to maintain contractor's Pollution Liability insurance with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 1 year. The City is to be named as an additional insured on a primary, non-contributory basis.

(ix) Blanket Crime

Developer must provide Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of the maximum monies collected or received and in the possession of Developer at any given time.

(c) Other Insurance Required.

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Project. The City is to be named as an additional insured.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Project. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City is to be named as an additional insured.

(d) Other Requirements

- (i) Developer will furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Developer will submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer must not be deemed to be a waiver by the City. Developer will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance will not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.
- (ii) The insurance will provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
- (iii) Any and all deductibles or self-insured retentions on referenced insurance coverages are borne by Developer.
- (iv) Developer agrees that insurers must waive rights of subrogation against the City, its employees, elected officials, agents, or representatives.
- (v) Developer expressly understands and agrees that any coverages and limits furnished by Developer will in no way limit Developer's liabilities and responsibilities specified within the Agreement documents or by law.
- (vi) Developer expressly understands and agrees that Developer's insurance is primary and any insurance or self-insurance programs maintained by the City will not contribute with insurance provided by Developer under the Agreement.
- (vii) The required insurance will not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- (viii) Developer will require its general contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the contractor or subcontractors. All contractors and subcontractors will be subject to the same requirements of Developer unless otherwise specified herein.

- (ix) If Developer, contractor or subcontractor desires additional coverages, Developer, contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.
- (x) The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not, without Developer's written consent, increase such requirements.

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT A

REDEVELOPMENT AREAS LEGAL DESCRIPTION

A legal description of the Redevelopment Areas is attached to this exhibit cover sheet.

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*

*North Pullman T.I.F.  
Legal Description.*

All that part of Sections 10, 11 and 15 in Township 37 North, Range 14 East of the Third Principal Meridian and that part of Section 14 north of the Indian Boundary Line in Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

beginning at the point of intersection of the south line of the southwest quarter of said Section 10 and the southerly extension of the east line of South Indiana Avenue; thence north along said southerly extension and along the east line of South Indiana Avenue to the north line of the 16 foot public alley lying north of East 103<sup>rd</sup> Street; thence east along said north line of the 16 foot public alley lying north of East 103<sup>rd</sup> Street and along the easterly extensions thereof to the westerly line of South Dauphin Avenue; thence northerly along said westerly line of South Dauphin Avenue and the northerly extensions thereof to the north line of East 100<sup>th</sup> Street; thence east along said north line of East 100<sup>th</sup> Street to the westerly line of the Illinois Central Railroad right-of-way; thence northerly along said westerly line of the Illinois Central Railroad right-of-way to the north line of the southeast quarter of said Section 10; thence east along the north line of the southeast quarter of said Section 10 to the easterly line of the Michigan Central Railroad right-of-way; thence southerly along said easterly line of the Michigan Central Railroad right-of-way to the north line of the parcel of property bearing Permanent Index Number 25-10-419-013 extended west; thence east along said westerly extension of the north line of the parcel of property bearing Permanent Index Number 25-10-419-013 to the easterly line of South Cottage Grove Avenue; thence southerly along said easterly line of South Cottage Grove Avenue to the north line of the parcel of property bearing Permanent Index Number 25-10-419-004, being the north line of Gately Park; thence east along said north line of the southeast quarter of said Section 10 to the northerly extension of the easterly line of South Cottage Grove Avenue; thence southerly along said northerly extension of South Cottage Grove Avenue and along the easterly line thereof to the north line of the parcel of property bearing Permanent Index Number 25-10-419-004, being the north line of Gately Park; thence east along said north line of Gately Park to a point on the west line of said Section 11, being 1,064.05 north of the south line thereof; thence continuing east along the north line of Gately Park to the east line of Gately Park, being a line 616.95 feet east of the west line of said Section 11; thence south along said east line of Gately Park to a point on the north line of the south 1,025.46 feet of the southwest quarter of said Section 11; thence east along said north line of the south 1,025.46 feet of the southwest quarter of said Section 11, being a line 100 feet north of and parallel with the north line of the tract of land conveyed to the Defense Plant Corporation by deed dated June 16, 1941 and recorded June 17, 1941 as Document Number 12704008 in book 3674, page 248 thereof, to a point 961.95 feet east of the west line of said

southwest quarter of Section 11; thence south 00 degrees, 09 minutes, 10 seconds east, 85 feet; to the north line of the south 940.47 feet of said southwest quarter of Section 11; thence east, 165 feet, along said north line of the south 940.47 feet of the southwest quarter of Section 11; thence south 00 degrees, 09 minutes, 10 seconds east, 15 feet, to a line 925.47 feet north of and parallel with the south line of said Section 11; thence east on said line 925.47 feet north of and parallel with the south line of said Section 11, 1,392.62 feet; thence north 44 degrees, 02 minutes, 25 seconds east, 50.88 feet to the south line of the Dan Ryan Expressway; thence southeasterly along said south line of the Dan Ryan Expressway to the westerly line of the Pullman Railroad Company's right-of-way bearing the Permanent Index Number 25-11-501-003; thence southerly along said westerly line of the Pullman Railroad Company's right-of-way bearing Permanent Index Number 25-11-501-003 to the north line of East 103<sup>rd</sup> Street; thence east along said north line of East 103<sup>rd</sup> Street to the easterly line of the Pullman Railroad Company's right-of-way bearing Permanent Index Number 25-11-501-003; thence northerly along said easterly line of the Pullman Railroad Company's right-of-way bearing Permanent Index Number 25-11-501-003 to the north line of the south 517 feet of said Section 11; thence east along said north line of the south 517 feet of said Section 11 to a line 50 feet west of and parallel with the southeast quarter of said Section 11; thence north along said parallel line to a point 678 feet north of (as measured along said parallel line) of the south line of said Section 11, being the most northwesterly corner of the parcel of property bearing the Permanent Index Number 25-11-300-035; thence northeasterly along the northwesterly line of said parcel of property bearing the Permanent Index Number 25-11-300-035 to the most northerly corner thereof, being a point on the east line of the west 20 feet of the southeast quarter of said Section 11; thence south along said east line of the west 20 feet of the southeast quarter of said Section 11 to a point 441.07 feet north of and 20 feet east of the southwest corner of said southeast quarter of Section 11 (as measured on the west line, thereof, on a line at right angles, thereto); thence southerly to a point on the west line of said southeast quarter of Section 11, 40 feet north of the north line of the south 57 feet thereof; thence southwesterly to a point on said north line of the south 57 feet of Section 11, 40 feet west of the west line of the southeast quarter thereof; thence west along said north line of the south 57 feet of Section 11 to the east line of the west 29.5 feet of the east 79.5 feet of the southwest quarter of said Section 11; thence south along said east line of the west 29.5 feet of the east 79.5 feet of the southwest quarter of said Section 11 to the north line of East 103<sup>rd</sup> Street (47 feet north of the south line of said Section 11); thence east along said north line of East 103<sup>rd</sup> Street to the east line of the southwest quarter of said Section 11; thence south along said east line of the southwest quarter of Section 11, being also a west line of said parcel of property bearing the Permanent Index Number 25-11-400-006, to the intersection with the southeasterly line of said parcel; thence northeasterly along said southeasterly line of property bearing the Permanent Index Number 25-11-400-006 to the north line of East 103<sup>rd</sup> Street, being 47 feet north of the south line of the southeast quarter of said Section 11; thence east along said north line of East 103<sup>rd</sup> Street to the east line of the northeast quarter of said Section 14; thence south along said east line of the northeast quarter of Section 14 to the southeasterly line of South Doty Avenue; thence southwesterly along said southeasterly line of South Doty Avenue to the easterly extension of the northerly line of the parcel of property bearing Permanent Index Number 25-14-300-010; thence westerly along said easterly extension and along the

northerly line, thereof, to the westerly line of said parcel of property bearing Permanent Index Number 25-14-300-010; thence southerly along the westerly line of said parcel of property bearing Permanent Index Number 25-14-300-010, forming an angle 90 degrees, 03 minutes, 28 seconds from the east to south from the northerly line of said parcel, 1,040.43 feet to the north line of East 111<sup>th</sup> Street, being a line drawn parallel with and 50 feet north of the south line of said Section 14; thence west along said north line of East 111<sup>th</sup> Street, 435.68 feet to the west line of the southwest quarter of said Section 14; thence north along said west line of the southwest quarter of Section 14 to a point on the easterly line the Rock Island right-of-way, said point being 814.55 feet north of the north line of said East 111<sup>th</sup> Street; thence northerly along said easterly line of the Rock Island Railroad right-of-way to the north line of the southwest quarter of said Section 14; thence west along said north line of the southwest quarter of said Section 14 to the westerly line of the Rock Island Railroad right-of-way, being also the easterly line of Lot 2 in Enjay Construction Company's Pullman Industrial District, being a subdivision of parts of the west half of Section 14 and the east half of Section 15 aforesaid, extended southerly; thence northerly along said easterly line of Lot 2 in Enjay Construction Company's Pullman Industrial District aforesaid, to the northeasterly line of said Lot 2; thence northwesterly and west along said northeasterly line of Lot 2 in Enjay Construction Company's Pullman Industrial District aforesaid, to the east line of said Lot 2; thence north along said east line of Lot 2 in Enjay Construction Company's Pullman Industrial District aforesaid, to the south line of East 106<sup>th</sup> Street; thence east along said south line of East 106<sup>th</sup> Street to the east line of South Maryland Avenue; thence north along the east line of South Maryland Avenue to the north line of East 106<sup>th</sup> Street extended east; thence west along said north line of East 106<sup>th</sup> Street extended east and along the north line thereof to the west line of South Langley Avenue; thence south along said west line of South Langley Avenue extended south to the north line of East 108<sup>th</sup> Street; thence west along said north line of East 108<sup>th</sup> Street to the northerly extension of the east line of Lot 1 in Lyn Hughes North Pullman Subdivision of part of the southeast quarter of Section 15 aforesaid; thence south along said northerly extension and along the east line of Lot 1 in Lyn Hughes North Pullman Subdivision to the south line of said Lot 1; thence west along said south line of Lot 1 in Lyn Hughes North Pullman Subdivision and along the westerly extension, thereof, to the west line of South Cottage Grove Avenue; thence southerly along said west line of South Cottage Grove Avenue and said east line extended south to the south line of the southeast quarter of said Section 15; thence west along said south line of the southeast quarter of said Section 15 to the westerly line of the Illinois Central Railroad Parcel bearing Permanent Index Number 25-15-501-002; thence northerly along said westerly line of Illinois Central Railroad Parcel bearing Permanent Index Number 25-15-501-002 to the north line of the southeast quarter of said Section 15; thence west along said north line of the southeast quarter of Section 15 to the southerly extension of the westerly line of South Dauphin Avenue; thence northerly along said southerly extension of the westerly line of South Dauphin Avenue, the westerly line, thereof and the northerly extensions, thereof, to the south line of the 16 foot public alley lying south of East 103<sup>rd</sup> Street; thence west along said south line of the 16 foot public alley lying south of East 103<sup>rd</sup> Street and the westerly extensions, thereof, to the east line of South Indiana Avenue; thence north along said east line of South Indiana Avenue and the north extension, thereof, to the point of beginning on the south line of the southwest quarter of said Section 10, all in the City of Chicago, Cook County, Illinois.

[Figures 1, 2, 4 and 5 referred to in this Amendment Number 2 to Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area Redevelopment Project and Plan printed on pages 48412 through 48415 of this *Journal*.]

[Amended (Sub)Exhibit III referred to in this Amendment Number 2 to Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area Redevelopment Project and Plan printed on pages 48416 through 48448 of this *Journal*.]

[Amended (Sub)Exhibit IV referred to in this Amendment Number 2 to Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area Redevelopment Project and Plan printed on pages 48449 through 48479 of this *Journal*.]

[(Sub)Exhibit VI referred to in this Amendment Number 2 to Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area Redevelopment Project and Plan printed on page 48480 of this *Journal*.]

Amended (Sub)Exhibit I referred to in this Amendment Number 2 to Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area Redevelopment Project and Plan reads as follows:

*Amended (Sub)Exhibit I.*  
(To Amendment Number 2 To Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area Redevelopment Project And Plan)

*Lake Calumet Area Industrial Tax increment  
Financing Amended Legal Description.*

All that part of Sections 11, 12 north of the Indian Boundary Line, 12 south of the Indian Boundary Line, 13 north of the Indian Boundary Line, 13 south of the Indian Boundary Line, 14 north of the Indian Boundary Line, 14 south of the Indian Boundary Line, 15 and 22 north of the Indian Boundary Line, 22 south of the Indian Boundary Line, 25, 26 and 27 north of the Indian Boundary Line, 27 south of the Indian Boundary Line and 36 in Township 37 north, Range 14 East of the Third Principal Meridian and Sections 5 north of the Indian Boundary Line, 5 south of the Indian Boundary Line, 6 south of the Indian Boundary Line, 7 south of the Indian Boundary Line, 8, 17, 18, 19, 20, 29, 30 and 31 south of the Indian Boundary Line in

Township 37 North, Range 15 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the north line of East 100<sup>th</sup> Street with the east line of South Muskegon Avenue; thence south along said east line of South Muskegon Avenue to the easterly extension of the north line of Lot 1 in Block 35 in the subdivision of Block 35 of Notre Dame Addition to South Chicago, a subdivision of the south three quarters of fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, said north line of Lot 1 being also the south line of East 103<sup>rd</sup> Street; thence west along said south line of East 103<sup>rd</sup> Street to the west line of South Manistee Avenue; thence south along said west line of South Manistee Avenue to the north line of East 104<sup>th</sup> Street; thence east along said north line of East 104<sup>th</sup> Street to the northerly extension of the westerly line of the east 138 feet of Block 48 of aforesaid Notre Dame Addition to South Chicago; thence south along said northerly extension and the westerly line of the east 138 feet of Block 48 of aforesaid Notre Dame Addition to South Chicago to the south line of the north 36 feet of said Block 48 of Notre Dame Addition to South Chicago; thence east along said south line of the north 36 feet of Block 48 of Notre Dame Addition to South Chicago and along the easterly extension thereof to the southeasterly line of South Commercial Avenue; thence northeasterly along said southeasterly line of South Commercial Avenue to the north line of East 104<sup>th</sup> Street; thence east along said north line of East 104<sup>th</sup> Street to the westerly line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-07-502-001; thence northerly along said westerly line of the Pennsylvania Railroad right-of-way to the centerline of East 98<sup>th</sup> Street; thence east along said centerline of East 98<sup>th</sup> Street to the easterly line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-06-427-033; thence northerly along said easterly line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-06-427-033 and along the easterly line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-06-427-032 to the north line of said part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-06-427-032; thence west along said north line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-06-427-032 to the west line of South Baltimore Avenue; thence north along said west line of South Baltimore Avenue to the centerline of East 95<sup>th</sup> Street; thence east along said centerline of East 95<sup>th</sup> Street to the southeasterly extension of the southwesterly line of South Chicago Avenue, as said South Chicago Avenue is opened and laid out in the east half of the southeast quarter of Section 6, Township 37 north, Range 15 East of the Third Principal Meridian, north of the Indian Boundary Line; thence southeasterly along said southeasterly extension of the southwesterly line of South Chicago Avenue to the south line of West 95<sup>th</sup> Street; thence east along said south line of West 95<sup>th</sup> Street to the southerly extension of the west line of the parcel of property bearing Permanent Index Number 26-05-117-017; thence north along said southerly extension and the west line of the parcel of property bearing Permanent Index Number 26-05-117-017 to the northwesterly line thereof; thence northeasterly along said northwesterly line of the parcel of property bearing Permanent Index Number 26-05-117-017 to the north line thereof, said north line being also the south line of the Calumet River Turning Basin Number 1; thence east along said north line of the property bearing Permanent Index Number 26-05-117-017 to the easterly line of said Calumet River Turning Basin Number 1; thence northerly along said easterly line of said

Calumet River Turning Basin Number 1 and along the northerly extension thereof to the east line of fractional Section 6, Township 37 North, Range 15 East of the Third Principal Meridian south of the Indian Boundary Line; thence north along said east line of fractional Section 6, Township 37 North, Range 15 East of the Third Principal Meridian south of the Indian Boundary Line to the southwesterly line of the parcel of property bearing Permanent Index Number 26-05-117-014; thence northwesterly along said southwesterly line of the parcel of property bearing Permanent Index Number 26-05-117-014 and along the southwesterly line of the parcel of property bearing Permanent Index Number 26-05-117-013 to the northwesterly line of said parcel of property bearing Permanent Index Number 26-05-117-013, said northwesterly line being also the southeasterly line of the Calumet River; thence northeasterly along said southeasterly line of the Calumet River to the westerly shore line of Lake Michigan; thence southerly along said westerly shore line of Lake Michigan to the north line of the parcel of property bearing Permanent Index Number 26-05-311-002; thence west along said north line of the parcel of property bearing Permanent Index Number 26-05-311-002 to an easterly line of Lot A in the Steel and Tube Company of America's "Iroquois East Plant", being a consolidation of sundry tracts of land in fractional Section 5, Township 37 North Range 15 East of the Third Principal Meridian, south of the Indian Boundary Line; thence southeasterly along said easterly line of Lot A in the Steel and Tube Company of America's "Iroquois East Plant" to the south line thereof; thence west along said south line of Lot A and along the westerly extension thereof to the southeasterly extension of the northeasterly line of Lot 34 in the subdivision of Lots 1, 2, 3, 24, 25 and 26 of Block 1 in Taylor's Second Addition to South Chicago, a subdivision of the southwest fractional quarter (except the east half of the southwest quarter of the southwest fractional quarter) of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian south of the Indian Boundary Line, said northeasterly line of Lot 34 being also the southwesterly line of South Kreiter Avenue; thence northwest along said southeasterly extension and the southwesterly line of South Kreiter Avenue to the southeasterly line of East 93<sup>rd</sup> Court; thence southwesterly along said southeasterly line of East 93<sup>rd</sup> Court to the northeasterly line of South Ewing Avenue; thence southeasterly along said northeasterly line of South Ewing Avenue to the south line of East 94<sup>th</sup> Street, said south line of East 94<sup>th</sup> Street being also the north line of the west half of the southwest quarter of Section 5, Township 37 North, Range 15 East of the Third Principal Meridian south of the Indian Boundary Line; thence west along said north line of the west half of the southwest quarter of Section 5 to the east line of the parcel of property bearing Permanent Index Number 26-05-501-002; thence south along said east line of the parcel of property bearing Permanent Index Number 26-05-501-002 to the southwesterly line of Lot 1 in Block 2 in aforesaid Taylor's Second Addition to South Chicago, said southwesterly line of Lot 1 being also the northeasterly line of the alley southwest of South Ewing Avenue; thence southeast along said northeasterly line of the alley southwest of South Ewing Avenue to the southeasterly line of the northwesterly 5 feet of Lot 15 in said Block 2 in Taylor's Second Addition to South Chicago; thence northeasterly along said southeasterly line of the northwesterly 5 feet of Lot 15 in Block 2 of Taylor's Second Addition to South Chicago to the southwesterly line of South Ewing Avenue; thence southeast along said southwesterly line of South Ewing Avenue to the south line of the 20 foot public alley lying north of and adjoining Lots 25 through 57, inclusive, in said Block 2 of Taylor's Second Addition to South Chicago, said alley lying north of East 95<sup>th</sup> Street; thence west along said south line of the alley lying north of East 95<sup>th</sup> Street to the west line of Lot 34 in said

Block 2 of Taylor's Second Addition to South Chicago; thence south along said west line of Lot 34 in Block 2 of Taylor's Second Addition to South Chicago and along the southerly extension thereof to the south line of East 95<sup>th</sup> Street; thence west along said south line of East 95<sup>th</sup> Street to the west line of Lot 24 in Block 3 in said Taylor's Second Addition to South Chicago, said west line of Lot 24 being also the east line of South Avenue O; thence south along said west line of Lot 24 in Block 3 of Taylor's Second Addition to South Chicago to the south line of said Lot 24, said south line of Lot 24 being also the north line of the alley south of East 95<sup>th</sup> Street; thence east along said north line of the alley south of East 95<sup>th</sup> Street to the northerly extension of the west line of Lot 78 in said Block 3 of Taylor's Second Addition to South Chicago, said west line of Lot 78 being also the east line of the alley west of South Avenue N; thence south along said east line of the alley west of South Avenue N to the north line of East 97<sup>th</sup> Street; thence east along said north line of East 97<sup>th</sup> Street to the northerly extension of the west line of Lot 48 in Block 14 of said Taylor's Second Addition to South Chicago, said west line of Lot 48 being also the east line of South Avenue N; thence south along said east line of South Avenue N to the south line of East 102<sup>nd</sup> Street; thence west along said south line of East 102<sup>nd</sup> Street to the east line of South Avenue O; thence south along said east line of South Avenue O to the south line of East 103<sup>rd</sup> Street; thence west along said south line of East 103<sup>rd</sup> Street to the west line of Lot 1 in Block 2 in the subdivision of the east 486 feet of Block 41, 42 and 57 in Notre Dame Addition to South Chicago, a subdivision of the south three-quarters of fractional Section 7 south of the Indian Boundary Line, Township 37 North, Range 15 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of the alley west of South Green Bay Avenue; thence south along said east line of the alley west of South Green Bay Avenue to the north line of Lot 23 in Block 6 in said subdivision of the east 486 feet of Blocks 41, 42 and 57 in Notre Dame Addition to South Chicago; thence west along said north line of Lot 23 in Block 6 in the subdivision of the east 486 feet of Blocks 41, 42 and 57 in Notre Dame Addition to South Chicago to the west line of said Lot 23; thence south along said west line of Lot 23 in Block 6 in the subdivision of the east 486 feet of Blocks 41, 42 and 57 in Notre Dame Addition to South Chicago and along the southerly extension thereof to the south line of East 106<sup>th</sup> Street; thence west along said south line of East 106<sup>th</sup> Street to the east line of South Buffalo Avenue; thence south along said east line of South Buffalo Avenue to the south line of East 107<sup>th</sup> Street; thence west along said south line of East 107<sup>th</sup> Street to the east line of South Burley Avenue; thence south along said east line of South Burley Avenue to the north line of East 110<sup>th</sup> Street; thence east along said north line of East 110<sup>th</sup> Street to the east line of South Mackinaw Avenue; thence south along said east line of South Mackinaw Avenue to the north line of East 114<sup>th</sup> Street; thence east along said north line of East 114<sup>th</sup> Street to the east line of South Ewing Avenue; thence south along said east line of South Ewing Avenue to the south line of East 115<sup>th</sup> Street; thence west along said south line of East 115<sup>th</sup> Street to the east line of South Avenue L; thence south along said east line of South Avenue L to the south line of East 116<sup>th</sup> Street; thence west along said south line of East 116<sup>th</sup> Street to the east line of South Avenue O; thence south along said east line of South Avenue O to the easterly extension of the north line of the parcel of property bearing Permanent Index Number 26-30-201-010; thence west along said easterly extension and the north line of the parcel of property bearing Permanent Index Number 26-30-201-010 to the west line thereof; thence south along said west line of the parcel of property bearing Permanent Index Number 26-30-201-010 to the south line thereof; thence west along the

south line of the parcel of property bearing Permanent Index Number 26-30-201-011 and along the south line of the parcel of property bearing Permanent Index Number 26-30-201-006 and again along the south line of the parcel of property bearing Permanent Index Number 26-30-201-011 and along the westerly extension thereof to the west line of South Brandon Avenue; thence north along said west line of South Brandon Avenue to the south line of East 122<sup>nd</sup> Street; thence west along said south line of East 122<sup>nd</sup> Street to the east line of the parcel of property bearing Permanent Index Number 26-30-200-010; thence south along said east line of the parcel of property bearing Permanent Index Number 26-30-200-010 to the southerly line of said parcel of property bearing Permanent Index Number 26-30-200-010; thence northwesterly and westerly along said southerly line of said parcel of property bearing Permanent Index Number 26-30-200-010 to the southeast corner of the parcel of property bearing Permanent Index Number 26-30-200-006; thence west along the south line of said parcel of property bearing Permanent Index Number 26-30-200-006 and the westerly extension thereof to the centerline of South Carondolet Avenue; thence south along said centerline of South Carondolet Avenue to the easterly extension of the south line of the parcel of property bearing Permanent Index Number 26-30-100-040; thence west along easterly extension and a distance of 414.76 feet along the south line of the parcel of property bearing Permanent Index Number 26-30-100-040 to a westerly line of said parcel of property bearing Permanent Index Number 26-30-100-040; thence north along said westerly line of said parcel of property bearing Permanent Index Number 26-30-100-040 a distance of 150.42 feet to a southerly line of said parcel of property bearing Permanent Index Number 26-30-100-040; thence west along said southerly line of the parcel of property bearing Permanent Index Number 26-30-100-040 to the west line of said parcel, said west line being also the east line of the parcel of property bearing Permanent Index Number 26-30-100-006; thence northerly along said east line of the parcel of property bearing Permanent Index Number 26-30-100-006 to the north line thereof, said north line being also the U.S. Channel Line of the Calumet River; thence westerly along said U.S. Channel Line of the Calumet River to the easterly line of the southwest 500 feet of Lot 3A in the County Clerk's Division of part of the west half of the southwest quarter of Section 19, Township 37 North, Range 15 East of the Third Principal Meridian lying west of the U.S. Channel Line of the Calumet River, also part of the northwest quarter of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian, said easterly line being also the easterly line of the parcel of property bearing Permanent Index Number 26-30-100-041; thence southerly along said easterly line of the parcel of property bearing Permanent Index Number 26-30-100-0431 and along the easterly line of the parcel of property bearing Permanent Index Number 26-30-100-043 to the south line of the northwest quarter of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian; thence west along said south line of the northwest quarter of Section 30, to the northerly extension of the west line of Lot 24 in Block 4 of Mary W. Ingram's Subdivision of the northwest quarter of the southwest quarter of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian, said west line of Lot 24 being also the east line of South Torrence Avenue; thence south along said northerly extension and along the east line of South Torrence Avenue to the north line of East 130<sup>th</sup> Street; thence east along said north line of East 130<sup>th</sup> Street to the east line of South Saginaw Avenue; thence south along said east line of South Saginaw Avenue to the northeasterly line of South Brainard Avenue; thence southeasterly along said northeasterly line of South Brainard Avenue to the westerly line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-31-506-001,

said right-of-way lying west of Avenue O in the east half of the southeast quarter of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian; thence southerly along said westerly line of that part of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-31-506-001 to the southwesterly line of South Brainard Avenue; thence northwesterly along said southwesterly line of South Brainard Avenue to the northwesterly line of the parcel of property bearing Permanent Index Number 26-31-417-006, said northwesterly line being the northwesterly line of Lot 2 in Lammering and Jordan's Resubdivision in the east half of the southeast quarter of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian; thence southwesterly along said northwesterly line of Lot 2 in Lammering and Jordan's Resubdivision to the southwesterly line of said parcel of property bearing Permanent Index Number 26-31-417-006; thence southeasterly along said southwesterly line of the parcel of property bearing Permanent Index Number 26-31-417-006 to the westerly line of aforesaid Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-31-506-001; thence southerly along said westerly line of the Pennsylvania Railroad right-of-way bearing Permanent Index Number 26-31-506-001 to the northeasterly line of that part of the Chicago and Western Indiana Railroad right-of-way bearing Permanent Index Number 26-31-502-003; thence southeasterly along said northeasterly line of that part of the Chicago and Western Indiana Railroad right-of-way bearing Permanent Index Number 26-31-502-003 to the south line of the southeast quarter of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian; thence west along said south line of the southeast quarter of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian and along south line of the southwest quarter of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian to the west line of South Torrence Avenue; thence north along said west line of South Torrence Avenue to the southwesterly line of the parcel of property bearing Permanent Index Number 25-36-407-005; thence northwesterly along said southwesterly line of the parcel of property bearing Permanent Index Number 25-36-407-005 to the easterly extension of the north line of Lot 1 in Block 2 of Hay, Hess and Glaesher Addition to Chicago, being a subdivision of that part of the northeast quarter of the southeast quarter of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian, said north line of Lot 1 being also the south line of East 134<sup>th</sup> Street; thence west along said easterly extension and along the south line of East 134<sup>th</sup> Street to the westerly U.S. Dock Line of the Calumet River; thence northwesterly along said westerly U.S. Dock Line of the Calumet River to south line of East 130<sup>th</sup> Street; thence west along said south line of East 130<sup>th</sup> Street to the southerly extension of the west line of South Stony Island Avenue, as said South Stony Island Avenue is open and laid out in the east half of the southeast quarter of Section 26, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and along the west line of South Stony Island Avenue to the north line of that part of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-26-501-005; thence west along said north line of that part of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-26-501-005 to the southwesterly line of the parcel of property bearing Permanent Index Number 25-26-400-017; thence northwesterly along said southeasterly extension and the southwesterly line of the parcel of property bearing Permanent Index Number 25-26-400-017 to the south line of East 129<sup>th</sup> Street, as widened; thence west along said south line of East 129<sup>th</sup> Street, as widened and along the westerly extension thereof to the westerly line of South Doty Avenue; thence northwesterly along said westerly line of South Doty Avenue to the south line of East 121<sup>st</sup>

Street; thence west along said south line of East 121<sup>st</sup> Street to westerly line of the parcel of property bearing Permanent Index Number 25-22-401-017, said westerly line being also the easterly line of the Pullman Railroad right-of-way; thence southeast along said westerly line of the parcel of property bearing Permanent Index Number 25-22-401-017 to the south line of the west half of the southeast quarter of Section 22, Township 37 North, Range 14 East of the Third Principal Meridian, south of the Indian Boundary Line; thence west along said south line of the west half of the southeast quarter of Section 22 to the westerly line of the 100 foot railroad right-of-way bearing Permanent Index Number 25-27-502-001; thence southeasterly along said westerly line of the 100 foot railroad right-of-way bearing Permanent Index Number 25-27-502-001 to the northwesterly line of East 124<sup>th</sup> Street; thence southeasterly along a straight line to the point of intersection of the south line of said East 124<sup>th</sup> Street with the northeasterly line of South Cottage Grove Avenue; thence southeasterly along said northeasterly line of South Cottage Grove Avenue to the easterly extension of the south line of the parcel of property bearing Permanent Index Number 25-27-200-012; thence west along said easterly extension and the south line of the parcel of property bearing Permanent Index Number 25-27-200-012 to the westerly line thereof; thence northwesterly along said westerly line of the parcel of property bearing Permanent Index Number 25-27-200-012 to the southwesterly line of the parcel of property bearing Permanent Index Number 25-27-200-010; thence northwesterly along said southwesterly line of the parcel of property bearing Permanent Index Number 25-27-200-010 and along the southwesterly line of the parcel of property bearing Permanent Index Number 25-27-200-007 to the north line of the east half of the northwest quarter of Section 27, Township 37 North, Range 14 East of the Third Principal Meridian, south of the Indian Boundary Line, said north line of the east half of the northwest quarter of Section 27 being also the south line of the east half of the fractional southwest quarter of fractional Section 22, Township 37 North, Range 14 East of the Third Principal Meridian South of the Indian Boundary Line; thence west along said south line of the east half of the fractional southwest quarter of fractional Section 22 to the easterly line of the Chicago and Western Indiana Railroad right-of-way bearing Permanent Index Number 25-22-500-001; thence northerly along said easterly line of the Chicago and Western Indiana Railroad right-of-way to the easterly line of the Illinois Central Railroad right-of-way bearing Permanent Index Number 25-22-501-005; thence northeasterly along said easterly line of the Illinois Central Railroad right-of-way to the north line of East 115<sup>th</sup> Street; thence east along said north line of East 115<sup>th</sup> Street to the westerly line of Outlot "C" in Pullman Industrial Park, a subdivision of part of the northeast quarter of Section 22 and part of the northwest fractional quarter of Section 23 in Township 37 North, Range 14 East of the Third Principal Meridian, north of the Indian Boundary Line; thence northerly along said westerly line of Outlot "C" in Pullman Industrial Park to the south line of East 114<sup>th</sup> Street; thence north along a straight line to the southwest corner of Outlot "D" in said Pullman Industrial Park; thence north along the west line of said Outlot "D" in Pullman Industrial Park to the south line of East 113<sup>th</sup> Street; thence north along a straight line to the southeast corner of Outlot "E" in said Pullman Industrial Park; thence north along the west line of East 111<sup>th</sup> Street; thence west along said south line of East 111<sup>th</sup> Street and along the westerly extension thereof to the west line of South Cottage Grove Avenue; thence northerly along said west line of South Cottage Grove Avenue to the westerly extension of the south line of Lot 1 in Lyn Hughes North Pullman Subdivision of part of the southeast quarter of Section 15, Township 37 North, Range 14 East of the Third Principal; thence east along said westerly extension and along the south

line of Lot 1 in Lyn Hughes North Pulman Subdivision to the southeast corner thereof; thence north along the east line and the northerly extension thereof of said Lot 1 in Lyn Hughes North Pulman Subdivision to the north line of East 108<sup>th</sup> Street; thence east along said north line of East 108<sup>th</sup> Street to the west line of South Langley Avenue; thence north along said west line of South Langley Avenue to the north line of East 106<sup>th</sup> Street; thence east along said north line of East 106<sup>th</sup> Street and along the easterly extension thereof to the east line of South Maryland Avenue; thence south along said east line of South Maryland Avenue to the south line of East 106<sup>th</sup> Street, being also the north line of that portion of the parcel of property bearing Permanent Index Number 25-14-100-046 lying west of the Rock Island Railroad right-of-way; thence west along said south line of East 106<sup>th</sup> Street to the west line of that portion of the parcel of property bearing Permanent Index Number 25-14-100-046 lying west of the Rock Island Railroad right-of-way; thence south along said west line of the parcel of property bearing Permanent Index Number 25-14-100-046 to the southerly line of that portion of said parcel of property bearing Permanent Index Number 25-14-100-046 lying west of the Rock Island Railroad right-of-way; thence easterly along the southerly line said parcel of property bearing Permanent Index Number 25-14-100-046 to the westerly line of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-14-500-002; thence southerly along said westerly line of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-14-500-002 and said westerly line extended southerly to the north line of the parcel of property bearing Permanent Index Number 25-14-500-003; thence east along said north line of the parcel of property bearing Permanent Index Number 25-14-500-003 to the easterly line of said parcel, being also the easterly line of the Rock Island Railroad right-of-way bearing said Permanent Index Number 25-14-500-003; thence southerly along said easterly line of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-14-500-003 to the west line of the southwest quarter of Section 14, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said west line of the southwest quarter of Section 14 to the north line of East 111<sup>th</sup> Street; thence east along said north line of East 111<sup>th</sup> Street to the westerly line of the parcel of property bearing the Permanent Index Number 25-14-300-010; thence northerly along said westerly line of the parcel of property bearing the Permanent Index Number 25-14-300-010 to the northerly line of said parcel of property bearing the Permanent Index Number 25-14-300-010; thence easterly along said northerly line of the parcel of property bearing Permanent Index Number 25-14-300-010 and the easterly extension thereof to the easterly line of South Doty Avenue; thence southerly along said easterly line of South Doty Avenue to a point on said easterly line of South Doty Avenue, said point being 4,511.96 feet, more or less, southerly, as measured on said easterly line of South Doty Avenue, from the point of intersection of said easterly line of South Doty Avenue with a line which is the westerly extension of a line 33.00 feet south of and parallel with the south line of the fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian which is south of the Indian Boundary Line, said point being also the point of intersection of said easterly line of South Doty Avenue with the southerly line of the Harborside International Golf Complex; thence south 83 degrees, 53 minutes, 09 seconds east (with north being based on the south line of aforesaid fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian which is south of the Indian Boundary Line having a bearing of north 89 degrees, 49 minutes, 15 seconds west), along a southerly line of said Harborside International Golf Complex, a distance of 683.45 feet; thence easterly along the arc of a curve concave to the northwest and having a radius of 883.35 feet along a

southerly line of said Harborside International Golf Complex, a distance of 1,400.22 feet; thence north 00 degrees, 10 minutes, 44 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 104.59 feet; thence northerly along the arc of a curve concave to the southeast and having a radius of 59.22 feet, along a southerly line of said Harborside International Golf Complex, a distance of 83.74 feet; thence south 89 degrees, 59 minutes, 48 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 563.19 feet; thence south 19 degrees 07 minutes 09 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 96.05 feet; thence south 15 degrees, 43 minutes, 00 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 743.09 feet; thence south 00 degrees, 54 minutes, 53 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 610.47 feet; thence north 61 degrees, 56 minutes, 10 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 372.39 feet; thence south 85 degrees, 53 minutes, 08 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 658.90 feet; thence north 60 degrees, 21 minutes, 42 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 275.54 feet; thence south 39 degrees, 39 minutes, 10 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 409.83 feet; thence south 19 degrees, 38 minutes, 42 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 1,422.58 feet; thence south 60 degrees, 58 minutes, 47 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 413.83 feet; thence north 25 degrees, 22 minutes, 50 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 735.84 feet; thence north 88 degrees, 26 minutes, 48 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 2,076.57 feet; thence north 35 degrees, 27 minutes, 08 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 594.35 feet; thence north 21 degrees, 25 minutes, 39 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 386.37 feet; thence north 22 degrees, 09 minutes, 34 seconds west, along a southerly line of said Harborside International Golf Complex, a distance of 336.51 feet; thence north 12 degrees, 49 minutes, 04 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 1,536.25 feet; thence north 90 degrees, 00 minutes, 00 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 567.20 feet; thence south 80 degrees, 20 minutes, 41 seconds west east, along a southerly line of said Harborside International Golf Complex, a distance of 511.00 feet; thence south 89 degrees, 58 minutes, 04 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 818.73 feet; thence south 47 degrees, 38 minutes, 35 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 223.41 feet; thence south 02 degrees, 51 minutes, 59 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 430.61 feet; thence north 90 degrees, 00 minutes, 00 seconds east, along a southerly line of said Harborside International Golf Complex, a distance of 380.43 feet; thence north 00 degrees, 00 minutes, 00 seconds east, along a easterly line of said Harborside International Golf Complex, a distance of 1,312.56 feet, to a point on the westerly line of South Stony Island Avenue; thence northwesterly along said westerly line of South Stony Island Avenue to a line which is 33 feet south of and parallel with the westerly extension

of the south line of the southwest quarter of fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian south of the Indian Boundary Line; thence west along said line which is 33 feet south of and parallel with the westerly extension of the south line of the southwest quarter of fractional Section 12 to the southeasterly line of South Doty Avenue; thence northeasterly along said southeasterly line of South Doty Avenue to the east line of the northeast quarter of Section 14, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said east line of the northeast quarter of Section 14 and along the northerly extension thereof to the north line of East 103<sup>rd</sup> Street; thence west along said north line of East 103<sup>rd</sup> Street to the westerly line of South Stony Island Avenue; thence north along said westerly line of South Stony Island Avenue to the north line of the east half of the southeast quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said north line of the east half of the southeast quarter of Section 11 to the southeasterly line of the parcel of property bearing Permanent Index Number 25-11-212-023; thence southwest along said southeasterly line of the parcel of property bearing Permanent Index Number 25-11-212-023 to the south line of the parcel of property bearing Permanent Index Number 25-11-400-014; thence west along said south line of the parcel of property bearing Permanent Index Number 25-11-400-014 to the northerly extension of the southerly most east line of the parcel of property bearing Permanent Index Number 25-11-400-007; thence south along said southerly most east line of the parcel of property bearing Permanent Index Number 25-11-400-007 to the south line of said parcel of property bearing Permanent Index Number 25-11-400-007; thence west along said south line of the parcel of property bearing Permanent Index Number 25-11-400-007 to the west line thereof; thence north along said west line of the parcel of property bearing Permanent Index Number 25-11-400-007 to the south line of the west half of the northeast quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said south line of the west half of the northeast quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian to the easterly line of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-11-501-005; thence north along said easterly line of the Rock Island Railroad right-of-way bearing Permanent Index Number 25-11-501-005 to the south line of East 95<sup>th</sup> Street; thence east along said south line of East 95<sup>th</sup> Street to the easterly line of the Chicago and Western Indiana Railroad right-of-way, said easterly line being a line 135.5 feet west of and parallel with the west line of South Stony Island Avenue; thence south along said easterly line of the Chicago and Western Indiana Railroad right-of-way, a distance of 63.84 feet to the point of intersection of said east line of the Chicago and Western Indiana Railroad right-of-way with the northeasterly line of said right-of-way; thence southeast along said northeasterly line of the Chicago and Western Indiana Railroad right-of-way to a line 295.00 feet south of and parallel with the north line of the east half of the northeast quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, said line being the south line of the parcel of property bearing Permanent Index Number 25-11-212-018; thence east along said south line of the parcel of property bearing Permanent Index Number 25-11-212-018 to the west line of South Stony Island Avenue; thence southeast along a straight line to the southwest corner of the parcel of property bearing Permanent Index Number 25-12-100-010, said corner being the point of intersection of the east line of South Stony Island Avenue with a line 64 feet north of and parallel with the northeasterly line of that part of the Chicago and Western Indiana Railroad right-of-way bearing Permanent Index Number 25-12-501-001; thence southeasterly along said southwesterly

line of the Parcel of Property bearing Permanent Index Number 25-12-100-010 to the northwesterly line of the Parcel of Property bearing Permanent Index Number 25-12-400-006; thence northeasterly along said northwesterly line of the parcel of property bearing Permanent Index Number 25-12-400-006 to the northeasterly line thereof; thence southeasterly along said northeasterly line of the parcel of property bearing Permanent Index Number 25-12-400-006 to a north line of said parcel of property bearing Permanent Index Number 25-12-400-006, said north line being a line 43 feet north of and parallel with the south line of the east half of the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian north of the Indian Boundary Line; thence east along said north line of said parcel of property bearing Permanent Index Number 25-12-400-006 and along the easterly extension thereof to the southwesterly line of the alley lying southwest of and adjoining the southwesterly line of Lots 1 through 25, inclusive, in Block 3 in Arthur Dunas' Jeffery Addition, a subdivision of Block 19 in Van Vlissingen Heights, a subdivision in Section 12, Township 37 North, Range 14 East of the Third Principal Meridian north of the Indian Boundary Line; thence southeast along a straight line to the point of intersection of the north line of the west half of the southeast quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian north of the Indian Boundary Line with the southwesterly line of the alley lying southwest of and adjoining the southwesterly line of Lots 1 through 38, inclusive, in Van's Subdivision of Block 15 in Calumet Trust's Subdivision in fractional Section 12 both north and south of the Indian Boundary Line in Township 37 North, Range 14 East of the Third Principal Meridian, said alley lying southwest of South Van Vlissingen Road; thence southeasterly along said southwesterly line of the alley lying southwest of South Van Vlissingen Road and along the southwesterly line of William Randall's Resubdivision of certain lots and parts of lots with vacated streets and alleys in the east half of the southeast quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian North of the Indian Boundary Line and along the southwesterly line of the parcel of property bearing Permanent Index Number 25-12-424-101 to the north line of East 103<sup>rd</sup> Street; thence southeasterly along a straight line to the point of intersection of the south line of said East 103<sup>rd</sup> Street with the southwesterly line of the alley lying southwesterly of and adjoining Lots 10 and 11 in Block 199 in L. Frank & Company's Trumbull Park Terrace, a resubdivision of certain blocks in "South Chicago Subdivision" in the west half of the southeast quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, south of the Indian Boundary Line; thence southeasterly along said southwesterly line of the alley lying southwesterly of and adjoining Lots 10 and 11 and along the southwesterly line of Lot 12 in said L. Frank & Company's Trumbull Park Terrace and along the southwesterly line of the alley lying southwesterly of and adjoining Lots 18 and 19 in said L. Frank & Company's Trumbull Park Terrace to the west line of South Crandon Avenue; thence southeast along a straight line to the northwest corner of Lot 9 in Block 204 in L. Frank and Company's Trumbull Terrace, a resubdivision of certain blocks in South Chicago Subdivision, in the west half of the southeast quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian south of the Indian Boundary Line; thence southeast along the southwesterly line of said Lot 9 in Block 204 in L. Frank and Company's Trumbull Terrace, and along the southeasterly extension thereof, said southeasterly extension of Lot 9 being also the southwesterly line of the alley lying southwesterly of and adjoining the southwesterly line of Lots 6, 7 and 8 in said Block 204 in L. Frank and Company's Trumbull Terrace, to the west line of South Oglesby Avenue.

thence north along said west line of South Oglesby Avenue to the north line of East 103<sup>rd</sup> Street; thence east along said north line of East 103<sup>rd</sup> Street to the east line of South Bensley Avenue; thence south and along said east line of South Bensley Avenue to the south line of East 105<sup>th</sup> Street; thence west along said south line of East 105<sup>th</sup> Street to the west line of South Oglesby Avenue; thence south along said west line of South Oglesby Avenue to the northeasterly line of the Parcel of Property bearing Permanent Index Number 25-12-431-007; thence southeasterly along said northeasterly line of the Parcel of Property bearing Permanent Index Number 25-12-431-007 to the north line of East 109<sup>th</sup> Street; thence east along said north line of East 109<sup>th</sup> Street to the northerly extension of the west line of Lots 10 in resubdivision of Lots 1 to 10, both inclusive, of the subdivision of the west 264 feet of Lot 11 and half of the vacated street west of and adjoining said west 264 feet of Lot 11 in Block 28 of Irondale, a subdivision of the east half of Section 13, Township 37 North, Range 14 East of the Third Principal Meridian, said west line of Lot 10 being also the east line of vacated Calhoun Avenue; thence south along said northerly extension and the east line of vacated, Calhoun Avenue to the south line of Lot 14 in the subdivision of the west 264 feet of Lot 11 and half of the vacated street west of and adjoining said west 264 feet of Lot 11 in Block 28 of Irondale, a subdivision of the east half of Section 13, Township 37 North, Range 14 East of the Third Principal, Meridian, said south line of Lot 14 being also a north line of the parcel of property bearing Permanent Index Number 25-13-212-009; thence east along said north line of the parcel of property bearing Permanent Index Number 25-13-212-009 to the west line of South Torrence Avenue; thence north along said west line of South Torrence Avenue to the westerly extension of the south line of Lot 22 in Block 51 in Notre Dame Addition to South Chicago, a subdivision of the south three quarters of fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, south of the Indian Boundary Line, said south line of Lot 22 being also the north line of East 105<sup>th</sup> Street; thence east along said westerly extension and the south line of Lot 22 to the east line of said Lot 22, said east line of Lot 22 being also the west line of the alley lying east of South Torrence Avenue; thence north along said west line of the alley lying east of South Torrence Avenue to the north line of Lot 21 in said Block 51 in Notre Dame Addition to South Chicago; thence west along said north line of Lot 21 in Block 51 in Notre Dame Addition to South Chicago and along the westerly extension thereof to the west line of South Torrence Avenue; thence north along said west line of South Torrence Avenue to the westerly extension of the south line of Lot 9 in aforesaid Block 51 in Notre Dame Addition to South Chicago; thence east along said westerly extension and the south line of Lot 9 in Block 51 in Notre Dame Addition to South Chicago to the east line of said Lot 9, said east line of Lot 9 being also the west line of the alley east of South Torrence Avenue; thence north along said west line of the alley east of South Torrence Avenue to the south line of Lot 6 in said Block 51 in Notre Dame Addition to South Chicago; thence west along said south line of Lot 6 in Block 51 in Notre Dame Addition to South Chicago and along the westerly extension thereof to the west line of South Torrence Avenue; thence north along said west line of South Torrence Avenue to the north line of East 99<sup>th</sup> Street; thence east along said north line of East 99<sup>th</sup> Street to the east line of South Escanaba Avenue; thence south along said east line of South Escanaba Avenue to the north line of East 100<sup>th</sup> Street; thence west along said north line of East 100<sup>th</sup> Street to the point of beginning at the east line of South Muskegon Avenue; all in the City of Chicago, Cook County, Illinois.

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

A legal description of the Property is attached to this exhibit cover sheet.

In addition, a legal description of real property adjacent to the Property which is part of the Project is included and incorporated herein for reference.

A PARCEL OF LAND IN PARTS OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 15, OR THE WEST LINE OF SAID WEST HALF OF SECTION 14, WITH THE NORTH LINE OF EAST 111TH STREET (BEING A LINE DRAWN PARALLEL WITH AND 50 FEET NORTH OF THE SOUTH LINE OF SAID SECTIONS 14 AND 15); RUNNING THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 365073 FEET TO A POINT ON A CURVE 75000 FEET EASTERLY AND CONCENTRIC WITH THE EASTERLY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY (30 FEET WIDE, FORMERLY THE PULLMAN RAILROAD); THENCE NORTHEASTERLY ALONG LINES 75000 FEET EASTERLY AND CONCENTRIC OR PARALLEL WITH SAID EASTERLY LINE FOR THE NEXT FOUR COURSES; (1) THENCE NORTHEASTERLY 279086 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 626050 FEET AND WHOSE CHORD BEARS NORTH 29 DEGREES 20 MINUTES 17 SECONDS EAST, 277054 FEET TO A POINT OF TANGENCY; (2) THENCE NORTH 42 DEGREES 08 MINUTES 06 SECONDS EAST, 61073 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY 217098 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 1356057 FEET AND WHOSE CHORD BEARS NORTH 37 DEGREES 31 MINUTES 54 SECONDS EAST, 217075 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE NORTHEASTERLY 66059 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 345004 FEET AND WHOSE CHORD BEARS NORTH 27 DEGREES 24 MINUTES 00 SECONDS EAST, 66048 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY 48A6 FEET, ALONG SAID CONCENTRIC ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 345004 FEET AND WHOSE CHORD BEARS NORTH 17 DEGREES 50 MINUTES 51 SECONDS EAST, 48043 FEET TO A POINT OF TANGENCY; THENCE NORTH 13 DEGREES 49 MINUTES 25 SECONDS EAST, ALONG A LINE 75000 FEET SOUTHEASTERLY OF AND

PARALLEL WITH THE EASTERLY LINE OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY (30 FEET WIDE, FORMERLY THE PULLMAN RAILROAD), 1688044 FEET; THENCE SOUTH 68 DEGREES 24 MINUTES 59 SECONDS EAST, PERPENDICULAR WITH THE NORTHWESTERLY LINE OF PULLMAN PARK - PHASE 1 RECORDED JUNE 19, 2011 AS DOCUMENT 1120029049, A DISTANCE OF 818071 FEET TO A POINT ON THE NORTHWEST LINE OF SAID PULLMAN PARK - PHASE 1; THENCE SOUTH 21 DEGREES 35 MINUTES 01 SECONDS WEST, ALONG SAID NORTHWEST LINE, 1021000 FEET TO A BEND POINT; THENCE NORTH 68 DEGREES 24 MINUTES 59 SECONDS WEST, ALONG A NORTHERLY LINE OF LOT 4 IN SAID PULLMAN PARK - PHASE 1, A DISTANCE OF 360098 FEET TO A CORNER THEREOF; THENCE WESTERLY 42032 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 53000 FEET AND WHOSE CHORD BEARS SOUTH 70 DEGREES 10 MINUTES 43 SECONDS WEST, 4L21 FEET TO A POINT ON A NON-TANGENT LINE, SAID NON-TANGENT LINE ALSO BEING A WESTERLY LINE OF SAID LOT 4; THENCE SOUTH 22 DEGREES 54 MINUTES 29 SECONDS WEST, ALONG SAID WESTERLY LINE, 596009 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 88 DEGREES 36 MINUTES 34 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE, 197058 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOT 5 IN ~~PROPOSED~~ PULLMAN PARK - PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AND THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED December 6, 2013 AS DOCUMENT 1334039070.

PINs: 25-15-406-052-0000  
25-14-300-023-0000

25-14-300-018 } 2012 # 5  
25-15-406-024 } 61

Address  
720 E 111<sup>th</sup> St  
Chicago, IL 60628

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS  
CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT C

RESERVED

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT D-1

PROJECT BUDGET

See the attachment to this cover sheet

Exhibit D-1  
Project Budget

<b>Hard Costs</b>		
Miscellaneous Hard Costs	\$	3,152,050.00
Site Prep - Earthwork	\$	1,712,340.00
Construction Management	\$	195,000.00
General Conditions	\$	100,000.00
Hard Cost Contingency	\$	171,066.00
<b>Total Hard Costs</b>	<b>\$</b>	<b>5,330,456.00</b>
<b>Soft Costs/Fees</b>		
Architecture and Engineering	\$	187,000.00
Permits	\$	30,000.00
Legal, Title, Closing Costs	\$	175,000.00
Miscellaneous Soft Costs	\$	487,250.00
Contingency	\$	140,000.00
<b>Total Soft Costs</b>	<b>\$</b>	<b>1,019,250.00</b>
<b>Land Acquisition (1)</b>	<b>\$</b>	<b>5,290,362.00</b>
<b>Total Uses</b>	<b>\$</b>	<b>11,640,068.00</b>

(1) It is understood that only \$3,561,060 of the Land Acquisition is eligible for TIF reimbursement

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
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REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT D-2

CONSTRUCTION (MBE/WBE) BUDGET

See the attachment to this cover sheet

Exhibit D-2  
MBE/WBE Budget

Hard Costs of Construction	\$ 4,880,490.00
Soft Costs/Fees	\$ 187,000.00
MBE/WBE Project Budget	\$ 5,067,490.00
MBE Total at 24%	\$ 1,216,197.60
WBE Total at 4%	\$ 202,699.60

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT E

SCHEDULE OF TIF-FUNDED IMPROVEMENTS

See the attachment to this cover sheet

Exhibit E  
TIF-Funded Improvements

Property assembly costs, including acquisition, demolition of buildings, site preparation, and engineered barriers.	\$8,100,000
<b>TOTAL</b>	<b>\$8,100,000</b>

\*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount in Section 4.03 and shall not exceed \$8,100,000.

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBITS F AND G

RESERVED

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT H

APPROVED PRIOR EXPENDITURES

See the attachment to this cover sheet

EXHIBIT H  
APPROVED PRIOR EXPENDITURES

	Budget	Prior Expenditures
<b>Hard Costs</b>		
Miscellaneous Hard Costs	\$ 3,152,050.00	\$ 312,685.40
Site Prep - Earthwork	\$ 1,712,340.00	\$ 1,225,917.00
Construction Management	\$ 195,000.00	\$ 48,345.00
General Conditions	\$ 100,000.00	
Hard Cost Contingency	\$ 171,066.00	
<b>Total Hard Costs</b>	<b>\$ 5,330,456.00</b>	<b>\$ 1,586,947.40</b>
<b>Soft Costs/Fees</b>		
Architecture and Engineering	\$ 187,000.00	\$ 115,031.24
Permits	\$ 30,000.00	
Legal, Title, Closing Costs	\$ 175,000.00	\$ 146,944.50
Miscellaneous Soft Costs	\$ 487,250.00	\$ 297,224.41
Contingency	\$ 140,000.00	
<b>Total Soft Costs</b>	<b>\$ 1,019,250.00</b>	<b>\$ 559,200.15</b>
<b>Land Acquisition (1)</b>	<b>\$ 5,290,362.00</b>	
<b>Total Uses</b>	<b>\$ 11,640,068.00</b>	<b>\$ 2,146,147.55</b>

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT I

PERMITTED LIENS

Liens or encumbrances against the Property (and related improvements):

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the Closing Date, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect;

That certain declaration and grant of easement to be executed by the Developer as of the Closing Date, related to the private drive serving the Property and other land; and

Equitable interest of People Against Dirty Property Management, LLC, a Delaware limited liability company, pursuant to that certain Purchase and Sale Agreement by and between Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation and People Against Dirty Property Management, Inc., a Delaware limited liability company dated September 26, 2013.

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT J

FORM OF OPINION OF DEVELOPER'S COUNSEL

[To be retyped on Developer's Counsel's letterhead]

\_\_\_\_\_, 2013

City of Chicago  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as special counsel to Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit company ("Developer"), in connection with a certain North Pullman and Lake Calumet Area Industrial Redevelopment Project Areas Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement (the "Agreement") of even date herewith, by and between Developer and the City of Chicago, a municipal corporation (the "City"), with a limited joinder by People Against Dirty Property Management, LLC, a Delaware limited liability company. The Agreement relates to the provision of tax increment financing assistance to Developer from the City for Developer's redevelopment of certain property located in the vicinity of 111th Street and Ellis Avenue (the "Property") located in the North Pullman Redevelopment Project Area and the Lake Calumet Redevelopment Area (the "Project"). In that capacity, we have examined, among other things, the Agreement.

In rendering this opinion, we also have examined the original or certified, conformed or photostatic copies of: Judgment searches and other due diligence searches for Illinois with respect to Developer performed by Corporation Service Company and delivered to the Corporation Counsel on \_\_\_\_\_ (the "Searches"); Developer's Illinois Not-for-Profit Articles of Incorporation certified by the Illinois Secretary of State (the "Illinois Secretary") on \_\_\_\_\_; Bylaws of Developer (amended and restated effective July 1, 2010) (the "Bylaws"); Developer's Certificate of Good Standing in the State of Illinois certified by the Illinois Secretary on \_\_\_\_\_; the certificate of Developer attached hereto as Exhibit A and referred to herein (the "Certificate"); records of corporate proceedings of Developer relating to the Project and the Agreement; and such legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed (collectively the "Documents").

In all such examinations, and for the purposes of this opinion, we have assumed: (i) the genuineness of all signatures (other than those of Developer) on the Agreement and Documents; (ii) the authenticity and completeness of documents submitted to us as originals; (iii) the authenticity, completeness and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies; (iv) that all natural persons who executed the Agreement individually or in a representative capacity were legally competent at the time of execution; (v) that all material terms and conditions of the relationship between Developer and any other parties to the Agreement are correctly and completely reflected in the Agreement; and (vi) that the execution and delivery of the Agreement and other documents reviewed by us, and the entry into and performance of the transactions contemplated by the Agreement by all parties other than Developer have been duly authorized by all necessary action and that the Agreement and other documents that we have reviewed have constituted the valid and binding obligations of all parties thereto other than Developer and are enforceable against such parties in accordance with their respective terms.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, it is our opinion that:

Developer is a not-for-profit company duly formed, legally existing and in good standing under the laws of Illinois and has full corporate power and authority to undertake the Project and to carry on its business as presently conducted on the Property.

The Agreement (a) has been properly authorized, executed and delivered by or on behalf of Developer, (b) constitutes the legal, valid and binding obligation of Developer, and (c) is enforceable against Developer in accordance with its terms.

Developer has all requisite corporate power, right, and authority to execute and deliver the Agreement and to perform its obligations thereunder. Such execution, delivery and undertaking of performance will not conflict with, or result in a violation of, Developer's Articles of Incorporation or Bylaws. Based solely on the Certificate, such execution, delivery and undertaking of performance (provided Developer performs in accordance with the terms and conditions of the Agreement) will not result in a material breach or other violation of any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties are bound, or any law, regulation, order, writ, injunction or decree of any court or governmental or regulatory authority. Such execution and delivery, to our knowledge (based on the Certificate and without further investigation), will not: (a) result in the creation of any lien, charge or encumbrance on any property, other than the Property, or assets of Developer, (b) result in a violation of any of the terms, conditions or provisions of any order, writ, injunction or decree entered against Developer by any court, governmental or regulatory authority, (c) constitute grounds for the acceleration of the maturity of any agreements or other instruments to which Developer is a party or by which any of the property of Developer may be bound, or (d) conflict with, constitute an event of default under, or result in a violation of the provisions of any agreement or other instrument of which we have knowledge to which Developer is a party, or by which the properties or assets of Developer are bound.

No authorizations, approvals or consents of, or filings or registrations with, or the giving of notice to, any person or any governmental or regulatory authority or agency of the State of Illinois or any political subdivision thereof are necessary for the execution and

delivery of the Agreement by Developer or for the validity or enforceability thereof against Developer that have not already been obtained or effected.

A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law provisions contained in the Agreement and apply the law of the State of Illinois to the transactions evidenced thereby.

To our knowledge, relying solely on the Searches and the Certificate, and except as set forth in the Searches (copies of which have been delivered to the City), and without further investigation, there are no judgments, or legal, administrative or other governmental proceedings pending or threatened before any court or governmental agency against Developer that would materially and adversely affect its ability to perform its obligations under the Agreement.

To our knowledge, relying solely on the Certificate, without further investigation, there is no default by Developer with respect to any indenture, loan agreement, mortgage, deed of trust, note or any other agreement or instrument to which Developer is a party or by which Developer is bound, a default under which would have a material adverse effect on Developer or its business except as disclosed in the Certificate.

To our knowledge, relying solely on the Certificate, without further investigation, as of the date of this opinion, there are no options, rights or commitments to acquire or transfer any ownership interests of Developer except as permitted under the Agreement or except as provided in the Developer's Bylaws.

To our knowledge, relying solely on the Certificate and the Searches, and except as set forth in the Searches, and without further investigation, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority, or in default of or under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

The opinions set forth above are subject to the following qualifications:

Wherever we indicate that our opinion with respect to the existence or absence of facts is based on our knowledge, our opinion is based solely on (A) the actual knowledge of the attorneys currently with the firm who have represented Developer in connection with the transactions contemplated by the Agreement and of any other attorneys presently in our firm whom we have determined are likely, in the course of representing said party, to have knowledge of the matters covered by this opinion, (B) the representations and warranties of Developer contained in the Agreement, and (C) the Certificate as issued by Developer, and we have not undertaken any independent investigation (and we have not made or caused to be made any review of any court file or indices except as described above with respect to the Searches) and no inference as to our knowledge should be drawn from our representation of Developer or otherwise. However, we know of no facts which lead us to believe such factual matters set forth in the Certificate are untrue or inaccurate;

Your ability to enforce the Agreement may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally, and their interpretation by courts of appropriate jurisdiction;

Enforcement of your rights and remedies may be limited by general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and the availability of equitable remedies or equitable defenses would be subject to the discretion of the court requested to grant such remedies or allow such defenses; and further, in this regard, we have assumed that you will exercise your rights and remedies under the Agreement in good faith and in circumstances and a manner which are commercially reasonable;

Certain provisions of the Agreement may be rendered unenforceable or limited by applicable laws and judicial decisions;

If, and to the extent, the Agreement is construed to provide for the payment of interest on interest, such provisions may be unenforceable under Bowman v. Neeley, 137 Ill. 443 (1891) and other cases to the same effect;

We express no opinion with respect to provisions in the Agreement which purport to (A) confer, waive or consent to the jurisdiction of any court, (B) provide for service of process except in accordance with applicable law, (C) waive any right granted by statutory or common law, or (D) require indemnification or contribution for liabilities under the provisions of any Federal or state securities law or in respect to the negligent or wrongful conduct of the indemnified party or its representatives or agents; and

We call your attention to the fact that although we represent Developer as special counsel in connection with the subject transaction, we do not represent Developer generally, and our engagement has been limited to the specific matters as to which we have been consulted.

This opinion is limited to the laws of the United States (except as set forth below) and the laws of the State of Illinois and political subdivisions (as to matters set forth in Paragraphs 3 and 4 only) thereof in effect on the date hereof as they presently apply. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

We express no opinion as to matters of title or priority or perfection of liens or security interests with regard to real and personal property. We understand that, with respect to all real and personal property security interests intended to be created by the Agreement and the priority of the liens thereof, you will rely on a title insurance policy provided to Developer and other searches as you deem adequate, and, accordingly, we express no opinion to such matters.

We have not reviewed and do not opine as to: (i) compliance by the Project with applicable health, fire, safety, building, environmental, subdivision laws, ordinances, codes, rules or regulations, (ii) ERISA laws, rules and regulations, or (iii) Federal or state taxation, banking, securities, USA Patriot Act or other anti-terrorist or "blue sky" laws, rules or regulations.

This opinion is limited to the matters set forth herein. This opinion is provided to you as a legal opinion only and not as a guaranty or warranty of the matter discussed herein or the documents referred to herein. No opinion may be inferred or implied beyond the matters expressly contained herein, and no portion of this opinion may be quoted or in any other way published without the express written consent of the undersigned. This opinion is rendered solely for your benefit and no other person or entity shall be entitled to rely on any matter set forth herein without the express written consent of the undersigned.

Very truly yours,

INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT K

MINIMUM ASSESSED VALUE

Real Estate Tax Levy Year	Minimum Assessed Value
2015	\$2,719,099
2016	\$2,928,198
2017	\$2,928,198
2018	\$2,928,198
2019	\$3,153,377
2020	\$3,153,377
2021	\$3,153,377
2022	\$3,395,872
2023	\$3,395,872
2024	\$3,395,872
2025	\$3,657,016
2026	\$3,657,016
2027	\$3,657,016
2028	\$3,938,240
2029	\$3,938,240
2030	\$3,938,240
2031	\$4,241,089
2032	\$4,241,089

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT L

FORM OF PAYMENT AND PERFORMANCE BOND

A form of payment and performance bond is attached to this exhibit cover sheet.

# CONTRACTOR'S PERFORMANCE & PAYMENT BOND

**Know All Men by these Presents,** That we,

Principal, hereinafter referred to as Contractor, and

Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

day of

A.D., 199

**The Condition of the Above Obligation is such,**

That whereas the above

undersigned Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing date the

day of

A.D. 19 . for

SPECIMEN

the said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and there shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any capacity whatsoever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all sums and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with respect to wages shall be paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all sums and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this litigation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person plaintiff shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless excused thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no office of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Dated \_\_\_\_\_, 199\_\_

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
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(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Purchasing Agent

Approved as to form and legality:  
\_\_\_\_\_  
Assistant Corporation Counsel

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT M

RESERVED

NORTH PULLMAN AND LAKE CALUMET INDUSTRIAL AREA  
REDEVELOPMENT PROJECT AREAS

CHICAGO NEIGHBORHOOD INITIATIVES, INC.  
REDEVELOPMENT PROJECT

Redevelopment Agreement  
dated as of December 9, 2013

EXHIBIT N

CITY FUNDS REQUISITION FORM

A form of the City Funds Requisition Form is attached to this exhibit cover sheet.

REQUISITION FORM

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The affiant, Chicago Neighborhood Initiatives, Inc. ("Developer"), hereby certifies that with respect to that certain Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement between Developer and the City of Chicago dated as of \_\_\_\_\_, 2013 (the "Redevelopment Agreement"):

A. Expenditures for the Project, in the total amount of \$\_\_\_\_\_, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$\_\_\_\_\_

C. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$\_\_\_\_\_

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Redevelopment Agreement.

Chicago Neighborhood Initiatives, Inc., an  
Illinois not-for-profit corporation

By:  
Printed  
Name:  
Title:

Subscribed and sworn before me this \_\_\_\_  
day of \_\_\_\_\_.

My commission expires: